













# INDEX EXCERPTA

OF



## SELECTED PRECEDENTS

OF THE

SUDDUR DEWANNY COURT,

From 1849 to 1858.

CALCUTTA

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# ADOPTION.

See also INHERITANCE, HINDU LAW.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
1	1849 • •	286 July 12	Rajshaye	Where A. founded claim to property on the right to adopt, and could not prove the right, it was wrong to enquire into the truth or otherwise of the opposite party's like claim to a right of adoption and to inheritance founded thereon. Had A. claimed the property on a general ground of a right to inherit and shown cause for the same, and the opposite party pleaded specially right to possession on the strength of adoption, it might have been proper to call upon the latter for a proof of the special title. An <i>ad.</i> while a son is living and possesses all the character of a son, invalid.
2	1849	461 Dec. 18	Dinajpore	Adoption may not be effected during the infant's ceremonial impurity, i. e. not before the twenty-second day after birth. Its essence consists in a giving by the natural father and taking by the adoptive father, in the presence of members of the child's family, of their priest, and barber.
3	1850	306 June 18	Shahabad	All adoptions by a wife or a widow must be with the husband's approval.
4	1852	332 April 27	Purneah	

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
5	1852	1001 Sept. 29	Dinajpore	On certain forms, modes, and ceremonies of adoption, <i>Krūma</i> , <i>Dattaka</i> , &c. &c.
6	1852	1089 Dec. 9	Cuttack	690, August 7, 1856, Beerbhoom.
7	1853	96 Jan. 24	Jessore	On adoption by ascetics.
8	1853	553 June 23	Midnapore	The performance of the rites presumed from circumstances.
9	1854	466 Nov. 22	Rajshaye	Adoption of a Sudra must be before his marriage; of a son, not a Sudra, before the age of <i>upanayana</i> .
10	1856	173 March 13	Mymensing	Legal rights of adoption are capable of being set aside by express agreements ( <i>as a sathanamat</i> ), and these will be enforced by the Courts.
11	1856	450 May 26	Tipperah	A. being adopted lawfully by a Hindu widow, his rights cannot be affected by any acts done by her, as a childless Hindu widow, prior to the adoption.
12	1856	638 July 28	Rajshaye	To <i>bond fide</i> adoptions, <i>limitation</i> law applies.
13	1856	697 Aug. 9	Moorshedabad	Example of a claim to eject a party in possession on the ground of adoption by another party from whom title was professed to be derived, rejected, in the absence of proof of adoption, as well as of the alleged adopter's title. Example of a probably false deed of adoption.

14	1857	1843	...	...	Review granted in a case of alleged adoption for certain reasons bearing on correctness of procedure.
15	1858	Dec. 19	...	...	Where a son is born, after power of adoption being granted, the power must be held a conditional one.
16	1858	Jan. 30	Mymensing	...	An ancestor cannot restrain a son from adopting.
		1863	Dacca	...	An adopted son succeeds collaterally, as well as lineally, in the family of the adopter, to his <i>agnates</i> or <i>sapindas</i> , as well as the <i>bundhoos</i> .

## ARBITRATION.

1	1849	53	March	7	Shahabad	...	Even where arbitrators went beyond the matter given them on which to arbitrate, and decided accordingly, that was yet no ground for a suit to reverse their decision upon the extraneous matter, when the suitor ( <i>kutkinadar</i> ) had no sufficient interest in the decision.
2	1849	67	March	15	Bancoorah	...	Where three only out of four arbitrators signed the award, and the fourth was writer of the principal deed on which plaintiff relied, and the defendants, after the award, did not prefer any objections of informality, dishonesty, &c., before judgment of Court was passed, the award could not be questioned for such reasons in appeal.
3	1850	527	Sept.	25	Nuddea	...	Parties consenting to an arbitration can restrict and limit and also enjoin the Court's action as to time and place of delivery of award. The Court can fix a period, when only the parties do not specify any in the arbitration bond.



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
4	1850	588 Dec. 23	Beerbhoom	A Civil Court can uphold proceedings under Section IX. Act IV. 1840, when only the Criminal Court has referred to arbitration the question of possession, and not as to any other point whatever.
5	1851	131 March 10	Sarun	Power of Collectors, under Section 33, Regulation VII. 1822, to refer to arbitration points of possession, boundary, right, and property.
6	1851	661 Nov. 19	Patna	A private arbitration award, touching a widow's maintenance, cannot be enforced in the Civil Court.
7	1853.	679 Aug. 2	Beerbhoom	To reject award for corruption, &c., there must be full and direct proof, on oaths of at least two witnesses.
8	1853	971 Dec. 20	Bhaugulpore	1226, July 1, 1858, Jessore.
9	1854	378 July 26	Sarun	Petitions for a. bind the parties.
10	1854	402 Aug. 7	Nuddea	One of four arbitrators withdrew ; none of the parties concerned objected to the other three finishing arbitration ; their award could not then be disputed.
11	1858	848 April 30	Guttack	A., not a party to an arbitration deed, and B., also not a party to it, may sue at the same time severally in the Supreme and Country Courts to set it aside. Alleged private arbitration in a joint family set aside.

12	1858	1643 Nov. 10	Behar	...	Arbitration award must be for <i>rights</i> , not for profits of a tenure involving no question of right.
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## ATTACHMENT.

1	1850	9 Jan. 30	Sarun	...	A debtor or any other party has right of disposal of his property until actual attachment. But it will be open to the Court to consider whether an alienation under such circumstances was fraudulent.
2	1850	35 March 5	Jessore	...	An irregular attachment, made for the purpose of realising future rents, will not affect a claim for arrears, nor vitiate a distraint properly made on account of arrears.
3	1850	62 March 21	Purneah	...	A receiver, appointed to collect rents on attachment, cannot grant leases, such as shall bind the proprietor when his property is restored to him.
4	1851	273 April 17	Jessore	{	A charge and notice upon the owner must precede judicial confiscation of salt under Regulation X. 1819, and salt so attached must be kept <i>in statu quo</i> till termination of the judicial enquiry, or at least till weightment before the Court and parties charged.
5	1851	546 Aug. 14			
6	1852	529 June 16	Bancoorah	...	So page 663, July 12, 1852, Midnapore. As to the weightment, &c., 299, May 30, 1855, Midnapore.
7	1852	602 June 17	Rajshayee	...	On the penalties of Regulation XVII. 1793, for illegal interference with distrained property. After enquiry under Act XIX. 1841, Civil Court may not attach.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
8	1853	450 May 25	Rajshaye	Non-specification of property in a notice under Regulation II. 1806 on attachment no bar to a <i>bond fide</i> sale.
9	1853	900 Sept. 23	...	Ghatwalee tenures are not attachable.
10	1854	509 Dec. 13	Nuddea	...
11	1855	479 Aug. 23	24-Pergunnahs	The Surbarakar, attaching ryot's property, bound to release it, when they pleaded another party was liable, and the latter admitted it and proffered the money.
12	1855	596 Dec. 24	Backergunge	<i>Att.</i> under Clause 1, Section 5, Regulation II. 1806 may be on those grounds only set forth in the law.
13	1856	487 May 3	Jessore	Case of attachment of property of a judgment debtor, to which another party laid claim, having held it <i>benamée</i> to serve the real owner.
14	1858	1563 Sept. 20	24-Pergunnahs	Salt beyond the limits of the <i>chowkees</i> may not be seized.  Intended alienation of a property after institution of action for the same, and during its pendency, is not a ground for an order of attachment, under Clause 2, Section 5, Regulation II. 1806, of dispossession of defendants, and appointment of a receiver, unless it be shown that injury is likely to arise to the property, if left in defendant's hands.

# AUCTION PURCHASE, & C.

See LIMITATION, MORTGAGE, EXECUTION OF DECREE, UNDER-TENURES, TRANSFER, & C.

1819	31 Feb.	14	Backergunge	...	Government purchased a pergunnah at a sale held for balance of Government revenue, and held it as a khas mehal, and bestowed upon A. a talookdaree pottah within it; A. gave to B. an <i>ousut</i> tenure within that talook; Government deprived A. of his title on account of arrears, allowing him malikana, and settled for the <i>ousut</i> with B.; but afterwards B. also falling into balances with his talookdar A., the collector sold up the <i>ousut</i> tenure to C., and settled with C. But D. had received from B. a <i>neem-ousut</i> tenure of the lands B. held, and was in possession. No law could govern the relations of the proprietor and under-tenants of this property, other than Regulation VII. 1799 and its modifications. So long as D. paid his rents to C. he could not be ousted; nor, under the terms of C.'s settlement with Government, could he raise D.'s rents. The cases of a purchaser at a sale for talookdaree arrear, and of one at a public sale for arrear of Government revenue, are not analogous; and liberties attaching to the one of ouster, &c., may not belong to the other. Government having, at a sale for arrears of revenue, bought in a specific share of a mehal and, after a khas management of some years, re-transferred the property to the old proprietor, did thereby convey to him all its own rights as auction purchaser, subject to any special conditions expressly imposed in the settlement made.
1849	70 March	15	Mymensing	...	

No.	YEARS.	PAGE AND DATE.	ZILLAHI.	ABSTRACT.
3	1849	422 Nov.	Behar	... A suit cannot be entertained for reversal of a sale for arrears of revenue on pleas not preferred before the Revenue Commissioner or Board of Revenue within thirty days of sale.
4	1850	470 Sept.	Dinajpore	... A purchaser at revenue sale claiming, as pertaining to his purchased mehal, lands of another mehal in the possession of another party, the <i>onus probandi</i> is entirely on the former.
5	1850	605	Hooghly	... A purchase benamie is not necessarily <i>malâ fide</i> .
6	1851	Dec. 118	Rajshaye	... 356, May 21, 1851, Burdwan.
7	1851	Feb. 625		... Mesne profits are claimable by a purchaser at revenue sale, not from date of purchase, but of suit.
8	1851	Sept. 731	Shahabad	Decrees against proprietors do not bind their successors, being auction purchasers at arrears sale.
9	1852	Dec. 501	Rungpore	1040, October 5, 1852, Jessore.
10	1852	June 645	24-Pergunnahs	442, May 16, 1853, Midnapore. Purchaser of an estate at sale for arrears other than its own cannot cancel under-leases.
		July 7	Dacca	... An auction purchaser, even at arrears sale, cannot interfere with tanks, pukka houses, &c., of an under-tenant, beyond his right to the rent of the ground.
11	1853	June 514	Tipperah	... Auction purchasers at sales of estates for arrears not their own have right of ouster as to all intermediate holders of tenures created since decennial settlement, subject to the exceptions of Clause 4, Section 7, Regulation XII. 1841. 149, March 3, 1856, Mymensing.

12	1856	10	16	Bhaugulpore	...	A., purchasing a property at Sheriff's or other sale, advertised for sale with all its liabilities, will be bound by any agreements of the last holder with the malik.
13	1857	412		...	...	For rents paid <i>in advance</i> , an auction purchaser must lay his suit upon the defaulter, not the ryots.
14	1857	March 1378	20	...	...	Notice under Section 10, Regulation V. 1812, is not needed to enable an auction purchaser to eject a tenant under Section XXV. Act I. 1846.
15	1857	July 1524	31	...	...	Example of auction purchaser issuing, under Section 10, Regulation V. 1812, notice of enhancement of rent on a mookurree-dar hereditary: the power is available under two conditions—1st, that the tenants have not been possessors on fixed rent from a period antecedent by twelve years to decennial settlement, and 2nd, that, under Section 51, Regulation VIII 1793, proof of special custom entitles the landlord.
16	1858	840	30	Sarun	...	A proprietor, whose estate has been sold for arrears of revenue, has still a contingent interest in the property, that is, an interest contingent on the reversal of the sale, and this contingent interest, either before or after the institution of a suit, he can legitimately dispose of to a purchaser for valuable consideration. As to such purchaser, the doctrine of champerty and maintenance—the former of which is the unlawful maintenance of a suit in consideration of some bargain to have part of the thing in dispute or some profit out of it, and the latter of which signifies an unlawful taking in hand of upholding of quarrel to

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
17	1858	1304 July 30	Mymensing	<p>the disturbance and hindrance of regal rights—even if the English law on those subjects were to be followed as law in this country, a supposition not in accordance with the tendency of recent decisions of this Court—are altogether inapplicable. Held, that the assignment set up by the plaintiffs, as purchasers from the old proprietors, in the present case is not proved; that the presumption of the payment of consideration which arises from the deed itself is rebutted by the counter-presumption arising from the nature and circumstance of the transaction; and as no evidence has been produced of a positive character to prove the payment of the consideration, the first class of plaintiffs claiming under a fraudulent assignment cannot maintain the present action.</p> <p>Held, also, that as, under the Mofussil law of mortgages, the right of ownership in the mortgaged property does not pass to the mortgagees, the mortgagees in possession were simply usufructuaries, and as such could not, under Section 25, Regulation XI. 1822, which gives that power to proprietors alone, sue for the reversal of sale of the property.</p> <p>Plaintiff, purchaser of an estate sold for arrears of revenue, sues to eject under-tenants from a tenure held by them.</p> <p>Held, that the <i>onus</i> of proving the existence of the tenure set up by them against the zemindar is on the defendants.</p>

Held that, as the principal sudder ameen threw out the plea of limitation taken by defendants, and they as respondents did not follow the course laid down in Clause 3, Section VII. Act XV. 1853, for stating in a separate appeal their objection to the principal sudder ameen's finding upon that point, the plea could not be raised in this Court.

Held upon the merits, that the defendants had failed to substantiate the creation of the talook, which appears to have been fabricated about the time of the sale of the estate to defeat the right of the purchaser, for the benefit of the late zemindar and his family.

## BANKING, ACCOUNTS, &C.

1	1851	203 April 7	Moorshedabad	...	Where A. drew out and gave to B. a <i>hoondee</i> which was not honoured, because A. then transferred secretly all his property to his wives, B. could not sue A.'s wives, when they were no parties to the drawing of the <i>hoondee</i> .
2	1852	286 April 19	Behar	...	The agent of a banking firm can decline to credit a cheque to account of the drawee, no part of the money being cashed.
3	1852	594 June 30	Sarun	...	Rulings on certain points connected with suits upon accounts.
4	1852	713 July 22	Tirhoot	...	Bankers' books must be proved. Their being signed is not indispensable. 839, September 13, 1853, Rungpore. 827, April 30, 1858, Sarun.



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
5	1852	742 July 27	Sarun	A suit, neither upon an adjusted balance nor upon a general account, is untenable.
6	1852	829 August 10	Mymensing	As arbitrators had settled the proportional shares of debt due by a gomashtha to the co-sharers of a bank, a suit by one for his own share must be received.
7	1852	1021 Sept. 29	Patna	Commission over and above interest at 12 per cent. not contrary to Section 7, Regulation XV. 1793.
8	1853	464 May 25	Patna	All compound interest disallowed. Bankers may carry all credits of a constituent to liquidate first his interest and then his principal.
9	1855	525 Jan. 9	Dinajpore	Where bankers perform an act for benefit of A., a minor, and with view to his association with themselves afterward, and A., on attaining his majority, allies himself in the partnership, he cannot repudiate their such act.
10	1854	235 May 17	Burdwan	Suit for balance on an account, and balance struck and signed not to be confounded.
11	1856	18 Jan. 16	Mymensing	The <i>owms</i> of proving a balance alleged to be due upon an account lies on the plaintiff.
12	1856	416 May 15	24-Pergunnahs	An account closed on compromise can be re-opened on ground of fraud.
13	1856	989 Dec. 8	Patna	Where a balance on account is acknowledged, it will generally be unnecessary to prove the account.

14	1857	48	Jan. 13	...	Where a banker's books are sole evidence, the several items must be proved.
15	1858	375	March 8	Sarun	Where information is not afforded how a specific sum, on which suit is laid, is made up, it must be dismissed.

### BOND.

1	1849	17	Jan. 13	Tirhoot	Where a bond is signed by one person only, but in reality was entered into by others also, it is not proper to confine the enquiry as against the signer only. The material points of enquiry are: Was the consideration, for which it was given, enjoyed by, or to the benefit of, the signer only, or the others also? Did the other persons with their own consent engage themselves to the terms of the bond? Had the signer authority to act as for them as well as himself?
2	1849	297-303	July 24	Purneah	Examples (two cases) of decisions on actions on bond in adjustment of accounts, where the accounts were not filed. Rupees 50,000 were in one case litigated.
3	1849	320	Aug. 2	Nuldea	141, February 3, 1853, Bhaugulpore. Where the averments were thus: A. pledged to B. a gold throne for Rupees 650, money received on bond; afterwards B. sued A.'s heirs for the loan, but concealing the real transaction and real bond, substituted a fictitious bond; A.'s heirs represented such pleas, but could not prove it, and B. denied it <i>in toto</i> , and obtained decree; after this A.'s heirs sued B. upon the original case between B. and A., and obtained decree against

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
				B. for full amount of the gold throne, without deduction of Rupees 650, of which themselves had acknowledged A.'s receipt, but B. denied payment; and B. then sued them for Rupees 650 and failed. Held, that the lower Court was right in rejecting B.'s suit, because B. had all along denied the pledge, &c., because his suit virtually re-opened a question already decided in the suit by A.'s heirs, and because the only proper course for B. to pursue was to pray for a review of the judgment in that suit.
4	1849	474 Dec. 20	Gowalparah	A bond executed by an agent for a principal, there being no express written authority to the agent for the act, nor subsequent recognition of it by the principal, is invalid.
5	1850	222 May 23	Dacca	Although a bond be <i>benam</i> , or in favor of one party, while the money was borrowed from another, yet that circumstance does not in itself necessarily invalidate the deed.
6	1850	287 June 11	Tirhoot	There must be proof of a consideration given and received to make a bond actionable, and in an action on bond against a mere agent, there must be proof of his authority from the principal.
7	1850	400 Aug. ...	Rajshaye	131, February 26, 1852, Mymensing.
8	1850	503 Sept. 23	Suddur	In a claim on an instalment bond for the instalment, to prove the original debt, is unnecessary. Subject to express stipulations, payments by a bond debtor may be credited to the principal, or the interest of the debt, at the option of the bond-holder.

9	1851	653	Nov. 17	Bchar	... Proof of actual payment and receipt of consideration is necessary, beside the expression of it in the bond, and genuineness of it.
10	1852	153	March 9	24-Pergunnahs	6, January 4, 1853, Sarun. 25, January 6, 1853, Sarun. It is no valid plea against a bond, that its amount is a consolidated one of balances of prior bonds, in which illegal or usurious conditions were settled.
11	1852	540	June 22	24-Pergunnahs	{ It will not follow that a set-off against a claim on bond must be invalid, because the payments were not endorsed on the deed, even though that be an express condition. Claimant here could show no other claim for which the proved payments were made.
12	1853	544	June 22	Mymensing	
13	1853	542	June 22	Purneah	
14	1852	933	Sept. 13	Nuddea	... A gave B. a bond for Rupees 4,000 ; C. bought it of B. for Rupees 1,000, on condition that, in case of a suit by C. against A., B. would give C. means of proving the instrument, or else pay him 4,000.
15	1853	264	March 2	Patna	This was not a wager within Act. XXI. 1848 ; but C. would have no claim upon B, without proof that B. had failed in performing the first condition of the agreement.
16	1853	656	July 26	Shahabad	A bond need not state the place of its execution.
17	1853	837	Sept. 12	Chittagong	Bond found good by comparison of seals and signatures and other evidence. Where a bond expressly mentions adjustment of previous accounts, those accounts need not be produced. If consideration be denied, actual payment must be clearly proved.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
18	1854	341 July 12	Midnapore	... Defendant pleaded forgery of the bond, and plaintiff filed <i>ra-zeenamah</i> .
19	1855	483 Sept. 1	Dinajpore	... Interlocutory order in a suit on bond, a third party claiming interest, disallowed.
20	1856	351 April 30	Purneah	... Where A, zemindar, by assignment with B, his farmer, causes the farm rent to be paid by B to C, his bond creditor, B is not thereby liable to be sued upon the bond, even if he do <i>not</i> pay the rents to C. He can be sued for rents only, and by the party to whom they are due on his lease.
21	1856	556 July 2	Behar	... A bond with signatures of parties and witnesses must be on one stamp paper.
22	1856	977 Dec. 10	Tipperah	... The raja's plea of non-liability in Independent Tipperah to his predecessor's debts not valid in British territory. Decree on a bond cannot be imposed upon any particular party of the debtor.
23	1857	289 Feb. 28	...	... There being a bond, upon it a deed of instalment, upon that endorsements of payments, and balance due, statute of limitations cannot be applied to any but the last promise recorded.
24	1857	460 March 25	...	... Where A, lends a widow, B, money on bond to pay Government revenue of her deceased husband's estate, and sues her thereupon, he must prove the loan was necessary to save the estate. The payment of the money by A. or B. into the treasury as revenue would be <i>prima facie</i> proof of this.

25      1858      213      11      Sylhet  
 ...      A. suing B. and C. on a bond granted for B. by C.; obtained decree against B. only and did not appeal. B. appealing was released. A. could not then appeal against the order releasing C.

## BOUNDARY.

1	1849	13	9	Jessore	... Where the question of right of possession or cultivation, not a proprietary right, turned upon the credit to be given to the preponderating evidence of one party, circumstances indicating an intention on the part of one to overstep a line of demarcation mutually agreed upon by both, and to take pottahs from ryots settled on the opponent's side of the line, were taken as a just ground for deciding to which party the disputed ground belonged. Where the boundaries are an essential point to ascertain in order to prevent issue of indeterminate orders, and re-trial of the same dispute, they must be fixed by local enquiry. 569, December 12, 1850, Rajshaye. 421, July 7, 1851, Bancoorah. 714, December 3, 1851, Tipperah.
2	1849	86	29	Rajshaye	... Suits for patches of land within larger areas must give the boundaries; otherwise will be nonsuited. 316, June 27, Sylhet. 415, August 20, Purneah. 51, January 30, 1851, Sarun. 66, February 11, Behar.
3	1850	43	12	Dacca	...

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
4	1850	125 April 18	Sarun	... A supplement to a plaint, supplying omitted specification of boundaries, may not be filed after completion of pleadings. Such suit should be nonsuited 20, January 15, 1850, Purneah.
5	1851	66 Feb. 11	Behar	As criminal authorities cannot settle contested boundaries under Act IV. 1840, any orders on such a point passed by them should be annulled by the Civil Courts, if there be sufficiently precise information before them.
6	1851	131 March 10	Sarun	Power of Collectors under Section 3, Regulation IX. 1825, and Sections 11—20, Regulation VII. 1822, to decide boundary disputes.
7	1851	801 Dec. 30	24-Pergunnahs	... Cause being shown, boundaries may be filed after plaint <i>before answer</i> .
8	1852	590 June 30	Behar	43, January 11, 1853, 24-Pergunnahs. And an Appellate Court may, no fraud appearing, remand a case which has been rejected for such defect, in order to file supplement of the omission.
9	1853	632 July 13	Bhaugulpore	237, March 31, 1856, Mymensing. The demarcations arrived at by the revenue survey authorities, and laid down in the <i>thakbust</i> maps, must be received by the Civil Courts without question.
10	1854	139 April 3	Bhaugulpore	And in such a suit plaintiff must first of all prove his possession.

11	1857	1469	Aug. 20	...	Mere demarcation of boundary is not "an award" of Revenue Court.
CHURS, & C.					
1	1851	25	Jan. 14	24-Perquannahs	... An accretion being in possession of an under-tenant, who has a concurrent subordinate lien therein, as well as the zemindar, the latter, or even a purchaser, cannot grant away its possession to another ryot without the under-tenant's consent or establishing the right by a civil suit.
2	1851	535	Aug. 28	Runepore	... <i>Churs</i> of the Brahmaputra River. It was impossible to receive as evidence an ameen's report, accompanied with depositions on oath which he had no power to administer.
3	1852	638	July 6	Burdwan	... In suits to recover bheel or chur land, it may be important to enquire whether the Resumption Courts decreed it to one estate or another, and ordered assessment and settlement under Section 4, Regulation XI. 1825.
4	1853	813	Sept. 19	Backergunge	... Under the terms of Clause 2, Section 4, Regulation XI. 1825, it is necessary to distinguish between new formations, and such sudden changes of course of rivers, as do not destroy the identity and recognition of the land so removed.
5	1854	49	Jan. 18	Shahabad	... 285, June 21, 1854, Rajshaye. Land. An entire mouzah once washed away and re-forming is an increment to the mouzah to which it attaches.
6	1856	878	Nov. 24	Hooghly	{ A's rights of <i>julkur</i> confined to the river and streams tributary ; none in the <i>bheels</i> , &c., not belonging to the streams.
7	1858	641	April 1	Hooghly	



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
8	1857	563 April 8	...	... A chur of Tirhoot, separated from it, continues to belong to Tirhoot, so long as it can be identified.
9	1857	1088 June 25	...	... A zemindar having leased a putnee, including a deara, and, on resumption of the deara, refusing to settle for it with Government, so that the putneedar is driven to settlement, is entitled to a diminution from his zemindaree rent.
10	1858	1288 July 27	Nuddea	... The Court could not disturb plaintiff's long possession in the <i>chur</i> .
11	1858	1396 Aug. 6	Burdwan	... The land was held to belong to the west bank of the Bhaugirutti, as on the west side of the old, not a new, channel.
12	1858	1774 Dec. 7	Mymensing	... Clause 1, Section 4, Regulation XI. 1825 refers to navigable rivers; the land was the dried bed of the river, not new alluvion, which could not be attached as increment to a tenure.
13	1858	1836 Dec. 27	Nuddea	... Suit to assess new accretion upon a valid lakhirai by a putneedar, or even a zemindar, is opposed to Regulation XI. 1825. It belongs to the lakhirajdars, and may be assessed for public revenue only.

# CLAIMS (THIRD PARTIES.)

See also SALES.

1	1849	105 April 12	Honghly	... A majority of the Court considered that, where a third party appeals against a decision against which neither plaintiff nor defendant does appeal, it may, under some circumstances, be competent to the Appellate Court to pass judgment as between the two latter parties, as well as in regard of the claimant.
2	1849	246 June 21	Dacca	... Where A. claimed land as his <i>ryottee howallah</i> , and B. as his <i>pottahdaree</i> , from the talookdar, a suit by A., without making the talookdar a party, or without claiming right of possession as well as value of produce during dispossession, should be nonsuited.
3	1849	347 Aug. 14	Backergunge	... 110, February 26, 1851, Nuddea. In a suit against an exaction of more than the proper rent, on a third party filing claim to title in the land referred to in the suit, it is a wrong issue to enquire into the plaintiff's title in the land. The eventual decree as between plaintiff and defendant touching the money-payment cannot affect the uzrdar's rights.
4	1850	6 Jan. 20	Sarun	... Private agreements between seller and buyer cannot affect the just rights of a third party in the property sold and bought.
5	1850	595 Dec. 24	Bancoorah	... Example of collusive sale and purchase of a putnee, in fraud of a creditor, and failure of proof of its fairness.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
6	1851	53 Feb. 3	24-Pergunnahs	Rufanamah and solahnamah between plaintiff and defendant cannot affect the rights of third parties. In reference to <i>ex-parte</i> trials, Section 11, Regulation IV. 1793 has been amended by Section 3, Regulation II. 1806.
7	1852	1031 Sept.		A third party suing a vendee, or a vendee a third party, for possession, need not make the vendor a party. 622, July 11, 1853, Cuttack. 968, December 15, 1853, Sylhet.
8	1852	1069 Nov. 30	Tirhoot Dacca	
9	1853	224 Feb. 17	Sarun	
10	1853	789 Aug. 31	Backergunge	A, an assignee, holding of B., assignor, an assignment ( <i>inaka</i> ) upon C, may be admitted to prove on other grounds C's liability, although C. repudiate the instrument.  A party not affected by a Collector's summary award cannot sue to reverse it, nor to reverse a public sale of a talook, &c., &c.
11	1853	661 July 27	Chittagong	
12	1853	909 Nov. 17	Dacca	Trials under Act X. 1846.
13	1856	1057 Dec. 24	Burdwan	

# CONTRACT.

1	1849	65 March 15	24-Pergunnahs	....	There may often be a new ground of action, as well as the original cause, as <i>e. g.</i> a promise reviving an action lost from lapse of time. The place of executing and that of performing a contract are presumed to be one, when not expressed otherwise. In a suit on bond, though defendant's fixed residence was in another jurisdiction, yet the cause of action arose where the bond was concluded.
2	1849	320 Aug.	Nuddica	..	Where the averments were thus : A. pledged to B. a gold throne for Rupees 650, money received on bond ; afterwards B. sued A.'s heirs for the loan, but concealing the real transaction and real bond, substituted a fictitious bond ; A.'s heirs represented such pleas, but could not prove it, and B. denied it <i>in toto</i> , and obtained decree ; after this A.'s heirs sued B. upon the original case between B. and A., and obtained decree against B. for full value of the gold throne, without deduction of Rupees 650, of which themselves had acknowledged A.'s receipt, but B. denied payment ; and B. then sued them for Rupees 650 and failed. Held, that the lower Court was right in rejecting B.'s suit, because B. had all along denied the pledge, &c., because his suit virtually re-opened a question already decided in the suit by A.'s heirs, and because the only proper course for B. to pursue was to pray for a review of the judgment on that suit.

No.	YEARS.	PAGE AND DATE	ZILLAH.	ABSTRACT.
3	1849	433 Dec. 5	Chittagong	Where A. hired a ship of B. for a voyage, &c., and the charter party by B. contracted to make and keep her in sound condition, and B. was unable to prosecute the entire voyage, and it was proved that the vessel was unseaworthy at the time of the agreement, held that B. was not entitled to any portion of the hire claimed by him. 905, April 30, 1858, Tenasserim.
4	1850	314 June 26	Rajshaye	A party dealing with a tradesman, through an agent or servant, is answerable for his debts to the tradesman, even though the money has been duly paid for delivery to him, and though the tradesman should not be aware the buyer is dealing not for himself but for an employer. 414, March 11, 1858, Sarun.
5	1850	590 Dec. 26	Rungpore	But where there is neither specific power, nor proof of similar debts being contracted before without such a power by the agent, the principal will not be liable. 217, February 15, 1858, Moorsshedabad.
6	1851	78 Feb. 18	Hooghly	Where A. lends to B. pieces of Co.'s Paper, and A. dying, his recognised heir and successor C. claims the refund, on proofs of the transaction, it will not avail B. to plead that C. is not A.'s sole heir, if he cannot prove an adverse title of another party.

7	1851	344	15	Belur	...	Where a party binds himself in a deed to refrain from certain acts, admitted by the execution of the deed to be wrong, under pain of specific penalties, he cannot claim the assistance of a Court to allow him to do the wrong and suffer the penalty.
8	1851	482	7	Shahabad	...	A. cannot obtain Civil Court's interference to avail himself of a deed of alienation by B, which B. had no right to make.
9	1852	...	13	...	...	The Courts may not entertain any agreements of the nature of gambling, wager, champerty, speculation, and the like.
10	1852	699	21	Moorsheadabad	...	Suit laid on a particular deed for recovery of loan must be proved by it; if the deed be not proved, it will not suffice that other proof is available of payment and receipt.
11	1852	776	4	Hazareebagh	...	Price paid for a coin, that turns out to be bad, may be recovered.
12	1852	849	24	Sylhet	...	Contract of boat-hire to carry lime: the boat being injured, the boatmen, to save the lime from injury, sold it for the owner, without his leave, instead of providing another boat. Damages awarded.
13	1852	897	7	Burdwan	...	Where A. and B. agree to perform a ceremony, sharing expense equally, and either voluntarily pays the whole, he cannot claim re-imbusement, such not being stipulated.
14	1853	508	6	Tipperah	...	A Cazez's naib engaging to collect fees and pay him a fixed sum at periods is bound by his engagement, though he collect nothing, and fees are entirely voluntary.
15	1853	719	15	Backergunge	...	Exorbitant agreements may not be enforced.

No.	YEARS.	PAGE AND DATE.	ZILLA.	ABSTRACT.
16	1856	425 May 20	Tirhoot	... A surety has action against his principal for all sums spent for him, or property on pledge alienated, and for damages also, if there be stipulation to hold him free from loss.
17	1856	512 June 7	Beerbhoom	... 745, April 19, 1858, Dacca.
18	1856	849 Nov. 18	Nudda	... A verbal agreement, of which part is availed of by one party to his advantage, will be maintained as to such part as is to his disadvantage.
19	1856	915 Nov. 28	24-Pergunnals	... A. promising to pay to B. a certain sum in consideration of obtaining a lease, but paying a part only is refused the lease, this is a deposit under a contract not completed on either side.
20	1856	1051 Dec. 24	Patna	... A. would be entitled to sue either for recovery of the money, or specific performance.
21	1857	275 Feb. 28	...	... Case of debt of Mysore princes to a Calcutta muhajun.
22	1857	532 April 1	...	... A request by A. to B. to pay for him must be followed by payment for action to lie. Where A., to save an estate, sold to B. a part of it, then colluding with relatives procured a suit by them against self, A., and against B., and voidance of the sale, and B. sued A. to recover the purchase money, the rule of <i>caveat emptor</i> did not apply. An action will not lie for cancelment of deeds that have not been issued or uttered, and which it is merely feared are about to be acted upon.

23	1857	763 May 9	...	...	...	The special authority of an agent will not make his principal liable for the acts of the agent done under a general authority as principal's servant.
24	1857	1132 June 30	...	...	...	When not otherwise expressed, the presumption in any contract is that its performance shall be in the place where it was made. The law current in the place of performance must govern it. As between bailor and bailee, gross negligence on the part of the latter subjects him to charge.
25	1857	1447 Aug. 29	...	...	...	A petition, acknowledging a debt, creates not a valid title for decree of the same.
26	1858	Jan. 11	24-Pergunnabs	...	...	Where A. obtained in the Supreme Court order that B. should fulfil his contract and give up a <i>ghur-bati</i> , and C. buying A.'s rights sued B. in the Mofussil Court for performance, it was not necessary that there should have been a conveyance by B. to A., or should be one by B. to C.
27	1858	257 Feb. 23	Behar	...	...	When A. is in possession on fraudulent title, all subsequent kubooliyuts, &c., with B., &c., tenants, must fall to the ground.
28	1858	955 May 6	Purneah	...	...	Rules of law as to principal and agent.
29	1858	1166 June 22	Moorsheedabad	...	...	Where A. provided B. with copper of certain value, on promise of return of an equal quantity as valuable, and B. died, and his heir C. neither returned the copper nor its value, pleading that it was furnished on account of an employer D., the issues to be tried were, had B. received the copper { had he received it on his own responsibility or on D.'s ?



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
30	1858	1223 July 1	Moorshedabad	... A firm guaranteeing to A., seller, payment by B., purchaser, will have right of action against B., provided it were not a merely officious offer.
31	1858	1230 July 1	Mymensing	... An allowance, neither a contract nor gratuity, but a trust or settlement voluntarily made for a good consideration, is binding on the executor and his heirs to the extent of its provisions.
32	1858	1316 July 30	Cuttack	... Where absolute transfer of a property, security for a contract, has not passed, if it prove insufficient for the purpose, the executor will still be liable otherwise.
COSTS.				
1	1850	1 Jan. 3	Tirhoot	... An expense quite unnecessarily incurred by a party to a suit, <i>i. e.</i> excess over all the requisite legal expense, may not be charged as part of the costs upon the party cast.
2	1850	82 March 30	Shahabad	... The grounds for charging a defendant with his own costs, when the judgment is in his favor, should be recorded.
3	1850	260 June 5	Sarun	... A party unnecessarily brought into Court ought not to be saddled with any costs.
4	1850	310 June 20	Jessore	} Where judgment of a lower Court turns upon more than one point, and appeal is laid against a part only of the decree, the costs of appeal ought to be calculated on the value of that portion, not of the whole matter decreed upon; and appellant must bear the part of the costs, included unnecessarily in his appeal.
5	1850	564 Dec. 10	24-Pergunnahs	

6	1851	603	13	Newgong	...	There being one pleader only for several parties, and the pleadings all alike, though there may be separate powers of attorney, the cost of one valuation only is incurred by an opposite losing party.
7	1852	521	15	Sarun	...	So also on costs in cases where plaintiffs withdraw after pleadings.
8	1852	605	17	Moorshedabad	...	Order on costs not open to summary appeal.
9	1852	792	9	Tirhoot	...	1074, November 25, Bancoorah.
10	1853	143	3	Mymensing	...	Judgment as to liabilities of respondents who appear without notice.
11	1853	307	15	24-Pergunnahs	...	Cons. 675 ; C. O. 163, January 12, 1852.
12	1853	574	30	24-Pergunnahs	...	Co-sharers refusing to join a sharer in suing to enhance rents will be chargeable with his costs.
13	1853	905	17	Tirhoot	...	A. selling his land to B., then mortgaging it to C., when C. sues A. for foreclosure, and C. proves his prior claim by purchase, C.'s costs will be chargeable to B.
14	1854	341	12	Midnapore	...	On costs of third parties.
15	1856	230	29	Shahabad	...	Defendant pleaded forgery of the bond ; plaintiff filed razeenamah (not dustburi) ; defendant was entitled to his costs.
16	1856	252	29	Patna	...	An appellant not entitled to costs for stamp value of appeal against so much of a decree as is not injurious to him.
17	1856	340	26	Cuttack	...	Cost for one pleader only may be decreed.
					...	Except where the Court has regulated the number in any case.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
18	1856	667 July 31	Daoca	Costs of stamps of exhibits not chargeable to the losing party.
19	1856	705 Aug. 9	Backergunge	Where a Court awards against a defendant costs only, and he appeals on the whole decision, and obtains reversal of the award of costs, he is entitled to costs only of the stamp necessary to cover appeal concerning those costs.
20	1857	1371 July 31	...	In a nonsuit without argument, defendant is entitled to half his pleader's fees and other full costs.
<b>DAMAGES.</b>				
• See also CONTRACT, INDIGO. A				
1	1849	124 April 26	Bhaugulpore	In an action for trespass, the circumstances must influence the award. Where it was wilful and wanton, damages to the utmost extent might be allowed, and would, in the case of a trespass upon indigo crops, under the principle of Clause 9, Section 3, Regulation VI. 1823, be assessed in favor of a claimant possessing an interest on advances, according to the estimated produce of the ground and probable value of such produce when manufactured. Where it was the result of great carelessness and neglect, they would be large; where acci-

2	1849	147	Backergunge	...	dental only, the value of the plant at so many bundles per rupee <i>might</i> be an equitable award. (See 234, 235 of 1839, May 26, 1842, and 84 of 1844, decided in June 1847.)
3	1849	May 423 Nov. 6	Bancoorah	...	Damages must be in the shape of penalty for wrong done, and must be sued for within a year from the cause of action. A party suing for damages for injury to property, and proving the fact, is entitled to an enquiry as to the extent of injury done, and equitable award of damages thereon.
4	1850	109	Burdwan	...	Abuse of aggravated character being proved, it was incorrect to order nominal damages only.
5	1850	April 13 May 187	Tipperah	...	Legal advisers ought not to be made defendants in a suit for damages for libel founded on privileged communications to their clients. It is not necessary to prove the truth of accusations, called defamatory, which are engrossed in a petition of plaint, provided the complainant had good reason to suppose their truth.
6	1850	290 June 12	Rajshaye	...	The damages for injury to indigo, at first allowed by the lower Court, were, after remand of the cases, increased. This was upheld; it appearing, after local enquiry, that the whole, and not a portion only of the area shown in the ameen's map, was more or less denuded of indigo.
7	1850	383 Aug. 7	Manbloom	...	Where it was shown by local enquiry that A. had carried away materials of an old dilapidated house without leave of the owner, decree for their value was allowed.
8	1850	419 Aug. 21	Shahabad	...	Damages were justly incurred, where A., having leased indigo land to B., with a condition that after two years B. was, in the third year, to select any and as much land as he wanted, together with the <i>koontes</i> crop thereon, A. in the second year rooted up the indigo to sow a new crop.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
9	1851	754 Dec. 15	Dinajpore	... If there have been no delivery of the goods engaged for, damages will lie at the current market price at the time fixed for delivery.
10	1851	767 Dec. 22	24-Pergunnahs	... Damages will not lie for abuse merely, but will for any injury actually sustained in consequence of it. 160, March 10, 1852, Rungpore. 356, April 30, 1856, Bhaugulpore. <i>The actual abuse must be set forth.</i> 440, May 20, 1852, Burdwan. <i>So also in cases of actual assault.</i> 460, May 31, 1852, Hooghly. 1135, December 22, 1852, Dacca.
11	1852	86 Feb. 11	24-Pergunnahs	... A party can sue pleader and client for a libel or slander, if both acted together. But a pleader will not be liable, if he used words for which he had his client's authority. 339, March 22, 1853, Rajshaye.
12	1852	564 June 24	Furcedpore	... A dustburlari filed in the fouddari, of a prosecution for assault, extortion, &c., may, or may not, according to its terms, bar a civil action.
13	1852	778 Aug. 5	Arracan	... Case of action on arrest, &c., by the police, and of search of house by them. 211, May 4, 1854, Midnapore. <i>And theft</i> 539, November 14, 1855, Dinajpore. 231, February 19, 1858, Kamroop.

14	1853	145 Feb.	3	Hooghly	...	Damages will lie for injury by execution of Collector's summary awards, which a decree in regular suit has set aside, and action may be brought after one year.
15	1853	275 March	3	Sylhet	...	If A., a zemindar, establishes on his own ground a <i>new haut</i> , rival to B.'s old <i>haut</i> , it is no case for damages.
16	1853	313 March	16	Dacca	...	Defamation by a judge on the bench.
17	1853	467 May	26	Mymensing	...	By a private man—187, April 25, 1854, Shahabad. Damages on a libel of bribery. 191, April 17, 1855, Furreedpore. (Not for one in a privileged communication—92, January 31, 1854, Shahabad.)
18	1853	815 Sept.	7	Moorshedabad	...	There not being a distinct refusal to grant a <i>dakhila</i> , damages cannot be awarded.
19	1854	117 March	2	Dinajpore	...	Besides criminal prosecution there may be a civil action for damages, where there is personal injury, as well as breach of the peace. 10, January 11, 1855, Nuddea. See case of lifting a shoe. 209, May 4, Burdwan.
20	1855	206 April	25	Dinajpore	...	Award of <i>dam.</i> to a ryot against his zemindar for causing police to cut trees of his <i>jote</i> .
21	1856	218 March	29	Bhaugulpore	...	A. constructing a new water-course on his own estate, and not conferring right of use on another, is entitled to damages for breach of his rights therein. To assess them, he must afford data, else none can be decreed. 761, August 28, 1856, Shahabad. 826, November 12, 1856, Nuddea.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
22	1856	425 May 20	Tirhoot	Sureties can sue their principals for damages, when express obligations are violated.
23	1856	988 Dec. 12	24-Pergunnahs	Damages may be recovered from under-tenants, who have illegally opposed superiors in the exercise of their rights.
24	1857	165 Feb. 7	...	A suit to recover a document will not lie, but a suit for damages for loss caused by its retention will lie.
25	1857	350 March 9	...	Case of action for libel in a public print.
26	1857	402 March 19	...	Personal actions for damages for battery or insult will lie, with costs.
27	1857.	473 March 27	...	
28	1858	1517 Sept. 21	Dacca	A suit by B, to restrain A. from building, or to destroy it, must be brought when B's rights are first threatened by A.; but if he appear to consent, his only remedy will be damages.
DECREE-EXECUTION.				
1	1849	283 July 11	Sarun	An order being passed to postpone a sale, it was not made known to the collector till after the sale. The postponement was ordered upon a petition by the decreeholder's agent, presented two days before the first notified date of sale. Sale upheld, because the petition ought not to have been received.

2	1849	385 Sept. 10	Baj-haye	...	The Sudder Court will not interfere with any proceedings in execution of a decree of the Supreme Court by the sheriff of Calcutta, not even when a property about to be sold in consequence is protected by a prior decree of the Sudder Court, but unexecuted before that of the Supreme Court.
3	1850	97 April	Tirhoot	...	No rights conferred by an execution sale beyond those advertised for sale.
4	1851	100 Feb.	Hooghly	...	A judge's decree, referred to a Principal Sudder Ameen for execution and struck off, may not be restored to the file, without a reference to the Judge.
5	1851	105 Feb.	Hooghly	...	Summary enquiries during execution of a decree are subject to the results of a regular suit. Hence objections to sale of lotted property, unsupported by probability, should not be held to bar sale.
6	1851	106 Feb.	Patna	...	Decree being executed according to an express agreement between the parties, the proceedings are not open to question in regular suit—in summary appeal only.
7	1851	173 March	Jessore	...	Where a decreeholder compromises with some of his judgment debtors, that is no estoppel to his suing out execution against the rest.
8	1851	178 March	Rungpore	...	574, September 8, Sarun. A judgment creditor may select what property of his debtor he will sell.
9	1851	288 May 1	Sarun	...	A, a decreeholder, in selling a property of the debtor, can notify any personal lien of his own upon it; the purchaser will be bound by it, but to no greater extent than notified, nor to any lien of A. not included in the notification.



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
10	1851	413 June 30	Moorshedabad	Copy being filed of a petition in lower Court, under Act IV. 1850, the Sudder can order execution of decree to be stayed. Though execution have not been applied for below, the Sudder can demand from such a petitioner security.
11	1851	439 July 22	24-Pergunnahs	Section 11, Regulation XIII. 1808. To establish a claim against A. for title to, and possession of, property purchased in execution, it must be proved that the judgment debtor was in possession at the time of sale, or had then rights in the property.
12	1851	471 Aug. 4	Behar	Cons. 1129 no bar to action to reverse an order in execution obtained by fraud or unlawful contrivance.
13	1851	640 Sept. 4	Rajshaye	Orders of Judges on appeals from orders of Moonsiffs and Sudder Ameeris, passed in execution of decrees, cannot be appealed to the Sudder. Act VI. 1843.
14	1851	703 Nov. 27	Moorshedabad	An appellant can tender his own property as security to stay an execution.
15	1852	52 Jan. 31	Patna	} Case of rejection of immaterial pleas raised to a sale of "an estate" in execution, as to incorrect amount of decree, alteration of date of sale, &c.
16	1852	527 June 16	Dacca	

17	1852	61	31	Blaugulpore	Where A., proprietor of an indigo concern Z., sold the same to B., and, being joint proprietor with others of another indigo concern X., borrowed money from C., on account of the latter concern X., and D. came into possession of both concerns X. and Z., and C. obtaining a decree against A. for the loan, took out also a miscellaneous order for sale of the concern Z., on the ground of A.'s alleged possession thereof, held that D. was entitled to an order to restrain the sale.
18	1852	244	7	Chittagong	Where A., in fraud of B., decreeholder, sells his estate <i>benames</i> to C., he will not be entitled to sue afterwards to recover from C.
19	1852	623	5	Tirhoot	Where A. and B. have each a decree against C., and in attempting to sell C.'s certain property in execution, D. opposes as claimant, A. or B. can establish right by regular suit to sell it, and in the suit need not make the other decreeholder a defendant.
20	1853	69	20	Furreedpore	A transfer of property to a wife in fraud of judgment creditor will not be recognised.
21	1853	282	3	Behar	Want of <i>lotbundee</i> does not vitiate execution sale.
22	1853	298	14	Tirhoot	A, decreeholder, sold out B. judgment debtor's estate, which C. bought. But there was <i>another</i> B., not that B., the judgment debtor, really in possession. A suit by him against C. for ousting him was sufficient, if he proved his possession <i>as on</i> a good title.
23	1853	450	25	Rajshaye	Non-specification of property in notice and attachment under Regulation II. 1806 no bar to a <i>bond fide</i> sale.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
24	1853	469 May 26	Rajshaye	... Sale in execution not invalid by reason of non-notification in Commissioner's Office, or by reason of other petty irregularity. 15, January 11, 1854, Behar.
25	1853	485		76, March 7, 1855, Backergunge.
26	1853	521 May 28 June 8	Hooghly Tirhoot	198, April 18, 1855, Mymensing. 443, August 22, 1855, Purneah. ... Government Paper may be tendered in satisfaction of decree, and sale of property be stayed. ... A decree being executed without any claim contested in regular form during course of execution, no suit can afterward be laid regarding any part of that execution. Confer Cons. 1129, and page 956, December 7, 1853, Moorshe- dabad.
27	1853	768 Aug. 25	24-Pergunnahs	... Execution of an award of a share of a dwelling in a joint family.
28	1855	549 Nov. 28	Rajshaye	... Purchasers at execution sale at their own risk buy right and title of the cast party, whether they be good or bad, or <i>not</i> . 885, November 25, 1856, Bancoorah.
29	1856	116 Feb. 26	Sarun	902, November 27, 1856, Rajshaye. ... Case of an execution sale by Collector after satisfaction of the decree, with reference to precedent pp. 39-71 of Summary Reports.

30	1856	137	20	Burdwan	...	In execution of decree of the Small Cause Court, personal property only liable to sale.
31	1856	177	15	Behar	...	Attachment is optional under Section 5, Regulation XLV. 1793.
32	1856	247	13	Tirhoot	}	Execution of decree once struck off, all after processes to execute it must be <i>de novo</i> , and by permission of the Court issuing the decree.
33	1856	253	20	Backergunge		
34	1856	248	13	Nuddea	...	All executions, even privately arranged for, must be within twelve years.
35	1856	357	30	Sarun	...	A decree sale once declared null by a competent Court cannot be revived, nor any title under it.
36	1856	483	3	Beerbhoom	...	An express <i>bond fide</i> agreement by decreeholder with debtor not to execute a decree will be enforced by the Courts.
37	1856	528	19	Tipperah	...	An execution sale reversed on summary appeal cannot be confirmed in regular suit.
38	1856	936	17	Hooghly	...	Between two or more decreeholders, he is entitled to money of the debtor in deposit who has first taken proper steps to attach it.
39	1856	1009	16	Midnapore	...	Case where a Privy Council decreeholder attempted to re-execute his decree; having once elected to recover in money, he could not ask the Court to annul that execution, refund the money to the judgment debtor, and execute decree upon land.
40	1857	130	28	...	...	Where A. obtains decree against B., ostensible possessor, knowing that C. is the real party in possession, and then to execute a personal decree on B. seeks to sell C.'s property, he is disproving his own case.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
41	1857	497 March 31	...	... Example of a suit against execution of a Privy Council decree, pronouncing validity of an adoption, and executed by Principal Sudder Ameen of one zillah in respect of property situate in four, rejected in confirmation of the Principal Sudder Ameen's order.
42	1857	743 April 16	...	... Notice in one of several villages to be sold is sufficient.
43	1857	777 May 11	...	... 446, March 18, 1858, Sarun. An injunction under Regulation VII. 1825 by a Civil Court on a judgment debtor, to restrain from alienating a property, unless first a demand for security has been made upon him, and has failed to tender it, is an act out of jurisdiction null and void.
44	1857	802 May 12	...	... A summary decree against any shareholder in an <i>ijnalee</i> tenure is a decree, not personal, but upon the tenure.
45	1857	810 May 12	...	... Separate suit for a sum obtainable by executing an existing decree is inadmissible.
46	1857	859 May 19	...	... Principle of Construction 1129 stated and confirmed.
47	1857	868 May 19	...	... A party claiming property to be sold in execution, and stopping sale by voluntarily paying the sum decreed, has no right of action to recover upon the decreeholder, but the judgment debtor.

48	1857	1483 Aug. 21	...	...	Zemindar's consent is not necessary to an execution sale of a ryot's jote.
49	1857	1777 Nov. 19	...	...	Lands being attached in execution under Regulation II. 1806, Section 10, no precept to the Collector can issue from the Civil Court.
50	1858	145 Jan. 28	Purneah	...	A. and B. being joint decreeholders, if A. sue out singly, and B. is unable to execute, B.'s course is a regular suit.
51	1858	146 Jan. 28	Shahabad	...	But A. or B. is entitled to sue out to the extent of his share.
52	1858	148 Jan. 28	Dacca	...	Or to compromise for his own share with judgment debtors.
53	1858	577 March 31	Sarun	}	Notice under Regulation VII. 1825, &c. 1056, May 29, Shahabad.
54	1858	690 April 10	Sarun		
55	1858	899 April 30	Patna		
56	1858	964 May 7	...		
57	1858	1107 May 31	Mymensing	...	Immaterial omissions, &c., do not vitiate sales.
58	1858	1606 Oct. 2	Nuddea	...	Possession allowed to a party who, in executing a decree, presented <i>prima facie</i> proof of title to entry, a conditional transfer.
				...	The sale of decree was fictitious.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
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# EVIDENCE.

See CONTRACT.

1	1849	Jan. 13 9	Jessore	... When the Court has, under Section 10, Regulation XXVI. 1814, declared the points at issue to be proved, it is not at all incumbent on them to say what evidence ought to be produced : that is the business of the parties. See Case 1, BOUNDARY.
2	1849	Aug. 374 29	Dacca	... Documents and statements offered by a party to serve particular purpose of his own, unknown to the Court, must, even though untrue, be yet accepted, whether for or against himself.
3	1849	Nov. 427 7	Moorshedabad	... Where a Moonsiff insisted that the oath of the defendant herself, a <i>parda-nisheen</i> , who summoned the absconded witnesses, must be taken to prove that their evidence was material, and their arrest necessary, and refused to accept her agent's oath instead, it was held that the law did not specify whose oath must be taken : sufficient evidence on oath to that point is all that is required.
4	1849	Dec. 444 12	Sarun	... Ameer to be sworn to the truth of their reports.

5	1850	155	April 27	Burdwan	... A Nazir or Serishtadar may not be employed on duties enjoined by the law to be done by Ameens, and has not power to examine on oath.
6	1850	251	July 4	Hooghly	... 359, July 16, Behar. 309, May 7, 1851, Nuddea. Under Section VI. Act VII. 1841, examination of an absent witness residing within the jurisdiction of the Supreme Court must be taken by a Court of Requests.
7	1851	72	Feb. 11	Sarun	... It is the Courts of first instance only that can fine for litigious complaints.
8	1851	325	May 12	Hooghly	... Oral evidence only will not be deemed sufficient to establish important documents, which should have been registered.
9	1851	535	Aug. 28	Rungpore	... Statements of parties to be admitted as evidence must be upon oath. Section 28, Regulation XXIII. 1814—Section 6, Regulation IV. 1793.
10	1851	535	Aug. 28	Rungpore	... <i>Churs</i> of the Brahmaputra River. It was impossible to receive as evidence an Ameen's report, accompanied with depositions on oath, which he had no power to administer.
11	1851	535	Aug. 28	Rungpore	... Ameens cannot administer oaths.
12	1851	678	Nov. 26	Backergunge	... All that may be received as evidence on an Ameen's report is what is ascertained by his local investigations, being personal inspection and explanations of persons, (not on oath), and confirmed by oral testimony before the Court. 76, February 16, 1856, Beerbhoom. The Court entertained documentary evidence in appeal not exhibited in lower Court.



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
13	1852	117 Feb. 17	Sarun	Account books must be proved by judicial evidence. <i>See BANKING.</i>
14	1852	166 March 11	Sarun	There is no <i>law</i> prohibiting supplemental plaint after pleadings ; but the appellate Court should not bear objections to its receipt, if objection was not raised in the Court below.
15	1852	230 April 6	Rajshaye	What proof parties must produce may not be particularised in Section 10 proceedings, but only the point on which proof must be brought.
16	1852	275 April 15	Sarun	A defendant who has a document, for production of which plaintiff applies, and defendant neglects, must suffer the consequences. He may not produce it on appeal, and plaintiff will be entitled to bring the next best evidence.
17	1852	363 May 5	Bhaugulpore	An Ameen's report attested on oath is evidence. Where a party does not produce the best evidence he can, he must take the consequences, as non-production of an extant pottah named in a <i>char</i> only produced.
18	1852	368 May 6	Burdwan	598, July 7, 1853, 24-Pergunnahs. Or copy when original is available. 620, July 11, 1853, Mymensing.
19	1852	376 May 8	-Rajshaye	So where a sunnud extant was not produced. 191, April 27, 1854, Chittagong. Evidence filed in one case will not be recognised as evidence to support a separate case.

20	1853	245	● Chittagong	...	A deed reciting falsehood is invalid.
21	1853	Feb. 335	Tirhoot	...	Effective value of registration.
22	1854	...	Dinajpore	...	Attested copies of Foudaree depositions not admissible in Civil Court as evidence, where the witnesses are available.
23	1854	March 165	Backergunge	...	Witnesses to be summoned under Act XIX. 1853, it must be shown they have personal knowledge of the matter to be deposed to.
24	1854	April 24		...	514, December 26, 1854, Jessore.
25	1855	April 180	Tippurah	...	Necessity must be shown before commission to examine absent witnesses may be issued.
26	1856	April 165	24-Pergunnahs	...	Newspaper reports of judgments admissible.
27	1856	Jan. 53	Bhaugulpore	...	A registered deed, found to be authentic and genuine, prevails over a prior unregistered deed.
28	1856	Dec. 1005	Dinajpore	...	Case in which, by external and internal evidence, a bill of sale was found unauthentic and ungenuine.
29	1856	Dec. 1069	Hooghly	...	Application of certain rules of evidence to the proofs of a collusive sale of a putnee.
30	1857	Dec. 1073	Sarun	...	A Court can receive and weigh evidence produced by a third party, notwithstanding that he ought to have been made a defendant and was not.
31	1858	June 965	...	...	Courts are not obliged, before arrest of witnesses, to ascertain that their evidence is material.
		Jan. 139	Dinajpore	...	A deed accepted as a true one by one Court, another Court will not investigate its merits, unless it be questioned by the parties to suit.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
32	1858	1606 Oct. 2	Nuddea	There are cases where it is unreasonable to expect complete evidence of a fraud which may be palpable, and plaintiffs are not required to furnish more than raises <i>prima facie</i> presumption of bad faith.
33	1858	1906 Dec. 30	Backergunge	
HINDU LAW, CUSTOM, RELIGIOUS USAGE, &c.				
See ADOPTION, TRANSFER, WARDS.				
1	1849	102 April 5	24-Pergunnahs	A Hindu widow can possess but a life interest in her deceased husband's property, and therefore cannot alienate it, but under special circumstances.
2	1849	204 June 14	Behar	During a grandson's life, whether in the male or female line, the widow has but life-interest in her deceased husband's property, and cannot alienate any part without his consent.
3	1849	344 Aug. 9	Bhaugulpore	Right of pre-emption between Hindus is recognised law. The old malik of an <i>altumgha</i> resumed grant, who, being recusant, lost the settlement, and receives <i>malikana</i> , the settlement being with the <i>maafedars</i> , and a permanent one, has no right of pre-emption, or to declaration of <i>shuffa</i> of the estate.
4	1849	405 Oct. 30	Rajshaye	A Hindu widow is little more than tenant for life in her deceased husband's landed property and its accumulated savings, and



ABSTRACT.

No.	YEARS	PAGE AND DATE.	ZILLAH.	ABSTRACT.
11	1850	422 Aug. 21	Rajshave	Under no circumstances is the right of a Hindu widow to suitable maintenance forfeited ; but during the time of her voluntary absence from the protection of her deceased husband's family she is not entitled to draw it ; it will be payable on her return to them.
12	1850	471 Sept. 9	Mymensing	An elder brother is competent to be guardian to a minor, in default of the mother.
13	1850	533 Sept. 30	Nuddea	A Hindu widow, to whom her husband has left power to adopt a son, has yet personal right of inheritance to his property. An adopted son's right commences when the actual ceremony of his adoption is concluded. Between a claimant of property as <i>self-acquired</i> , and claimant heirs, who allege it to have belonged to a joint undivided family, the <i>onus</i> of proof lies on the former.
14	1851	22 Jan. 13	Mymensing	A Hindu daughter, being a childless widow, is excluded from succession to her parent's property.
15	1851	292 May 1	Chittagong	The Regulation law of limitation is not subject to any variation by the rules of Hindu or Mahomedan law.
16	1851	352 May 15	Sarun	In Mithila, a landholder may not alienate ancestral property without consent of his sons.
17	1851	374 May 28	Mithnapore	Proof of <i>self-acquisition</i> is required when only the party belongs to a joint undivided family.
				8, January 14, 1852, 24-Pergunnahs.
				111, February 17, 1852, Sarun.
				1, January 3, 1853, 24-Pergunnahs.

18	1852	125	Feb. 25	Dacca	...	To exempt STRIDHUN from liability to sale for debts of a deceased husband, the widow must prove she possessed stridhūn or means independent of his, and that the property to be exempted was acquired by it.
19	1852	259	April 13	Tipperah	...	There is nothing to prevent <i>bonâ fide</i> sale by a Hindu widow of her husband's property to pay his debts and necessary expenses, whatever be the claims upon it of other parties.
20	1852	345	April 28	Beerbhoom	...	A widow does not inherit husband's property, while his father is alive.
21	1852	563	June 23	Moorshedabad	...	A step-mother does not inherit from her step-son.
22	1853	102	Jan. 25	24-Pergunnahs	...	Conditional gifts, &c., are valid.
23	1853	344	March 24	Tirhoot	...	71, March 7, 1855, Shahabad. By the law of Mithila, a sale of joint property is unlawful while one of the sharers is a minor; nor may one sharer sell his own rights without consent of <i>all</i> the other sharers.
24	1853	641	July 20	Jessore	...	Childless widows may not sell property; but those only who are directly concerned can dispute such sales.
25	1853	910	Nov. 17	Dacca	...	351, July 24, 1854, Burdwan. A son dying before father, son's widow cannot inherit any ancestral property.
26	1854	274	June 20	Sarun	...	A, being widow in life-occupancy of her husband's estate, may not lease out any part when there is an heir at law, without his consent; nor can she be disturbed.
27	1856	596	July 21	Dinajpore	...	139, April 10, 1855, Rajshaye. 446, August 23, Rungpore. If an heir to property sign a deed of sale by deceased's widow alienating it, his consent and its consequent lawfulness will be

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
28	1856	697 Aug.	Moorsheadabad.	presumed; but the presumption may be rebutted. The Hindu law attaches to such an act such a meaning; but the signature can possibly be intended to attest execution merely of the deed. But to render such a sale valid, the signatures of <i>all</i> heirs living at time of execution is necessary.
29	1856	724 Aug.	Tirhoot	A widow cannot sell her husband's property for her <i>own</i> debts; nor to pay up Government revenue, unless <i>drought</i> or other <i>such</i> cause have caused arrears; nor can it be sold in execution of decree against <i>her</i> .
30	1856	980 Dec.	Midnapore	Rights of inheritance by a maternal uncle, in real and personal property. In Mithila, when an intermediate succession of B., between A. and C., has occurred, property cannot revert to a former generation. Females cannot succeed to inheritance in joint undivided estates. Where A., a widow's transfer of ancestral property during a son's minority is disputed by him afterward, plea of necessity must be proved by the transferee. But a <i>bond fide</i> transfer so made is valid; the minor's benefit being the necessity and test of it, and application of the purchase-money to the professed object proof of it.
31	1857	163 Feb.	...	A suit to obtain a monopoly, even by Hindu law, is untenable.

32	1857	282	28	...	...	The <i>Bhukul's</i> assent is requisite to the appointment of a <i>Boore</i>
33	1857	Feb. 362	...	...	...	<i>Shusteria</i> of the <i>Choomorea Shuster</i> in Assam.
34	1857	March 402	13	...	...	A suit by a <i>Purohit</i> for part of the <i>birt</i> paid by <i>Jujmans</i> will not
35	1857	March 637	19	...	...	lie, except under express engagements; nor are the fees parti-
		April 22	22	...	...	ble. Hindu law of hereditary right no longer in force.
				...	...	A Brahmin is answerable to a <i>Sudra</i> for injury done.
36	1858	May 976	12	Patna	...	By the law of Mithila, in respect of succession to deceased, no
37	1858	Dec. 1771	7	Hooghly	...	intervenor can take precedence of direct descendants as far as
38	1858	Dec. 1891	30	24-Pergunnahs	...	the fourteenth generation: a widow's interest in deceased's pro-
						perty is for life only, and she hath no power to alienate, say,
						under proved necessity.
						Descent of <i>stridhan</i> by the Mitakshara law.
						A son may recover arrears of maintenance due up to death of his
						widow mother.
						A second widow, if incontinent, forfeits her half share of deceased
						husband's property.

## INDIGO.

See also EXECUTION OF DECREE

1	1849	124	26	Bhaugulpore	...	In an action for trespass, the circumstances must influence the
		April				award: where it was wilful and wanton, damages to the utmost
						extent might be allowed, and would, in the case of a trespass
						upon indigo crops, under the principle of Clause 9, Section 3,



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
2	1850	91 April 3	24-Pergunnahs	<p>Regulation VI. 1823, be assessed in favor of a claimant possessing an interest on advances, according to the estimated produce of the ground, and probable value of such produce when manufactured. Where it was the result of great carelessness and neglect, they would be large; where accidental only, the value of the plant at so many bundles per rupee <i>might</i> be an equitable award.</p> <p>(234, 235 of 1839, May 26, 1842, and 84 of 1844, decided in June 1847.)</p> <p>Enhanced rent may not be demanded from owners of an indigo factory by a new proprietor of the estate, within which it lies, without previous notice to the tenants to make fresh engagements or quit.</p> <p>Measurement before notice is lawful.</p> <p>8, January 8, 1851, Tipperah.</p> <p>The damages for injury to indigo, at first allowed by the lower Court, were, after remand of the case, increased. This was upheld; it appearing after local inquiry that the whole, and not a portion only, of the area shown in the Ameen's map, was more or less denuded of indigo.</p> <p>Damages were justly incurred, where A., having leased indigo land to B., with a condition that, after two years, B. was in the third year to select any, and as much land as he wanted, together with the <i>Koontee</i> crop thereon, A., in the second year, rooted up the indigo to sow a new crop.</p>
3	1850	290 June 12	Rajshayo	
4	1850	419 Aug. 21	Shahabad	

5	1852	Feb. 74	4	Nuddca	...	A proprietor of a factory sold his rights to B. and B. to C. In order to recover possession of the cultivated lands, and damages for loss of share of profits caused by the acts of A., the landlord or a pottahdar is justified in suing C.
6	1852	July 716	22	Jessore	...	If A., a servant of a factory, lose his situation because his master B. sell his concern to C., there will be no lien of A. on C.'s property in the concern, without special provisions made in the sale.
7	1852	Aug. 851	24	Sarun	...	Where A. signed agreement on an advance to sow indigo for B., a claim by B. against A. for non-cultivation could not stand, after B. had realised three times the amount advanced. Section 5, Regulation VI. 1823. Damages in such a case should be what loss has actually been sustained. Act. X. 1836. 720, August 15, 1853, Bhaugulpore.
8	1852	Nov. 1054	29	Jessore	...	A., B. and C. being partners in a concern, A. signed a bond on behalf of all to D. His power to sign was not questioned, nor fraud charged to D. by B. and C. The bond held to bind them. Regulation VI. 1823 refers to contracts for cultivation, not transport, of indigo.
9	1854	Feb. 98	15	Rajshaye	...	The ryot under contract, not the planter, must bring suit for damages for forcibly taking away indigo from the ground, unless the ryot was party to the abstraction.
10	1854	Aug. 429	9	Purneah	...	Decree against employers and employed for damage to indigo.
11	1855	July 400	25	Jessore	...	Where A. mortgaged a factory to B. and C., with all its rights and liabilities, and it was then sold by the Sheriff under advertisement of a sale with all encumbrances, D. the purchaser was
12	1856	Jan. 10	16	Bhaugulpore	...	

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
13	1856	67 Feb. 12	Tirhoot	bound by A.'s agreements with the zemindar, even when they involved payment of rent for a time prior to his entry. A. mortgaged a factory to B. Under Section 5, Regulation II. 1806, C. sued on the ground of a special lien, and obtained prohibition against any alienation on A.'s part. After this A. sold to B. his equity of redemption. A.'s right and interest in the property attached, under the notice issued according to the above law, held to be liable to sale in execution of a decree declaring C.'s lien proved, against whom, on such a decree being obtained, B. could not hold any adverse proprietary or possessory title.
14	1858	82 Jan. 27	...	Sheriff's sale of certain factories of the Union Bank.
15	1858	160 Feb. 2	Jessore	Difference between consequential and exemplary damages explained. The latter decreed against zemindars, whose instigation of their servants was presumed, for wanton trespass on indigo.
16	1858	609 March 31	Moorshedabad	The sale of the factory in satisfaction of debt incurred, for it was not vitiated by the immaterial irregularities alleged.
17	1858	1814 Dec. 15	Moorshedabad	Plaintiff sued the former owners of Cootoorah factory for possession of certain land, of which he had been dispossessed by them, with mesne profits. In that suit the present defendants appeared, stating that they had purchased the factory and were willing to pay the rent. A decree for possession alone passed. Subsequently, as defendants refused to pay the rent, plaintiff

instituted the present suit for the arrears from 1260 to 1263 B. E., with interest. Defendants pleaded that they purchased the factory in Aughun 1261 B. E., and were willing to pay rent from that date, but were not liable to plaintiff's demand for antecedent rents.

The Principal Sudder Ameen dismissed plaintiff's claim for the rent of 1260, but decreed it for the rents of 1261 and subsequent years ; and two appeals were then preferred to the Judge, one by the plaintiff against that portion of the decision of the Principal Sudder Ameen rejecting his claim for 1260, and one by the defendants against that portion of it saddling them with the rents of 1261, previous to the month of Aughun, the date of their purchase.

The Judge gave plaintiff a decree, according to his claim, inasmuch as defendants had not proved their non-liability.

Held in special appeal, that the natural presumption, on a party purchasing, is that he takes on himself the liabilities incident to his purchase from the date of his acquiring the property only. It rests with any one attempting to attach liability to him for demands accruing, that either by special engagement, by mortgage, or otherwise, the factory is a security for those demands ; that, consequently, the liability of the special appellants in the present case arose from Aughun 1261, unless plaintiff can prove otherwise ; and that special appellants have never bound themselves to pay rents for any time previously to Aughun 1261. Case remanded to the Judge, in order that he will ascertain the particular rents of 1261 B. E., which became due subsequent to defendants' purchase. He will then decree them and all subsequent arrears in plaintiff's favor.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
<p style="text-align: center;"><b>INHERITANCE.</b></p> <p style="text-align: center;"><i>See also ADOPTION.</i></p>				
1	1850	263 June	Midnapore	Where A. claimed five several descriptions of property as by right of inheritance from B., his entire claim fell to the ground, as more than twelve years had elapsed since B.'s death; and even were it true that he had been in possession of portions since B.'s death, yet it was obtained, on the averment of an imalce proprietorship, or of share along with others, not of heirship, to B.; and such plea could therefore be of no avail.
2	1853	159 Feb.	Rungpore	Primogeniture in Jungle Mehals, Pachete, Bycuntpore, &c. Also question of legitimacy of claimants to <i>guddee zemindaree</i> . 286, June 26, 1854, Midnapore.
3	1853	392 April	Hazareebagh	
4	1853	750 Aug.	Hazareebagh	
5	1853	296 March	Rajshayc	
				Where A., not being manager or custodian for B., possesses an estate with life interest in it only, and contracts a debt to pay its revenue, and on his death B. succeeds to proprietary title, unless B. is liable generally for A.'s personal debts, he will not be liable for repayment of that loan. 1028, May 18, 1858, Burdwan.

6	1853	489	1	Chittagong	...	Case of wrongful appropriation of deceased's effects, and violation of the bequests contained in his will.
7	1853	June 765			...	Succession in ghatwalee tenures.
8	1853	Aug. 898	25	Bhanguipore	...	
9	1856	Sept. 255	1	Purneah	...	Act XIX. 1841 is intended to secure rightful succession through summary investigation. Act XX. 1841 to protect persons paying debts to the representatives of deceased.
10	1856	April 399	5	Midnapore	...	A party having certificate under Act XIX. 1841 is entitled to collect rents, and tenants bound to pay them to him, whatever be his right.
11	1856	May 707	12	Mymensing	...	When right is claimed according to a special usage contrary to the ordinary law of succession, clear and undoubted proof of the usage must be forthcoming. See last case.
		Aug. 11		Patna	...	A took out execution against B, whose estate was bought by C, but C. in consequence of debt pledged part to D. The sale was then quashed. B., unable to refund the purchase-money, allowed his property to remain in C.'s hands. Then D. obtained a decree against C., and sold the part pledged to him. Then E., obtaining a decree against B., sold up his rights and interests in the entire property, which were bought by F. On this D. alleging F. to be representative of B. and himself of C., and that F. had ousted him, sued F. for refund of his purchase-money. Held, that on the sale being quashed, C. held no lien upon the estate; that D. could not, either as representative of C., or as auction purchaser, sue E.; and a suit for refund of auction purchase-money cannot be based on allegation of ouster.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
12	1858	239	Sarun	Where A. did not convey to B. an absolute property on B's death before A, his heir will not be entitled to it in right of B.
13	1858	Feb. 22	...	A suit under a will, and as heirs generally may lie, when the general heirship is merely incidental.
14	1858	March 31	Bhaugulpore	In a suit on right of inheritance, claim for mal and lakhiraj need not be divided.
15	1858	April 30	Rajshaye	Plaintiffs claimed a moiety of the Jelamoota zemindaree under the ordinary rules of the Hindu law of inheritance. The defendant pleads a family custom, under which the landed property invariably descended to the eldest son, or in failure of issue, to the next male heir, in exclusion of all other heirs. As the defendant was unable to establish the existence of the alleged family custom, the decision of lower Court was reversed, and decree given for the (plaintiff) appellant. Whenever plea of family custom is set up against the ordinary law of inheritance, it is necessary that the usage be ancient and invariable, and be established by clear and positive proof.
		1132	Midnapore	
		June 7		

## INSOLVENTS.

1	1849	50	Nuddca	Where the Assignees of a European firm, insolvents, holders of a putnce tenure, pleaded, that in the schedule of assets,
		March 5		

acc. filed by the insolvents, the claim of the putneedar was duly entered, and that therefore his suit for his claim upon them could not be heard in the Company's Courts under 9th Geo. III. Cap. 73, Section 41; but it was found that the entry did not recognise the correctness of the claim, or of any part of it, rather recorded it as "disputed," held that the suit should proceed.

Where A. bought land under foreclosed mortgage, and executed decree for possession at a time when B., the lapsed owner, was not insolvent, and had not sold the property to C., A. was entitled to retain his purchase against B.'s vendee C. and against the Assignee.

Where A. advanced money to B. upon security of C.'s property, which D. bought up, and B. failed to fulfil his contract with A., and A. then sued B., C., D. in the suit, B. having taken the benefit of the Insolvent Court, no order could pass against him.

## INTEREST.

*See also* MORTGAGE.

When a landlord obviously endeavors to eject a tenant, and summary suit is open to him to realise arrears of rent, but he sues not, in order not to recognise the tenant's possession, or for other invalid reason, he is not entitled to receive interest on his arrears.  
Excessive delay in a just claim may be a good cause for withholding interest.

2	1858	Feb. 423	4	Burdwan	...
3	1858	June 1147	15	Moorsshedabad	...
1	1849	March 79	28	Backergunge	...
2	1849	June 260	28	Dacca	...



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
3	1850	273 June 10	Moorshedabad	... A zemindar is not entitled to interest on an arrear which he has never demanded from the tenant, and from that date only. 841, September 13, 1853, Chittagong.
4	1850	314 June 26	Rajshaye	... Interest on bills runs from date of presentation for payment, unless there be another special understanding between the parties.
5	1850	463 Sept. 7	Nudda	... Suit dismissed for illegal stipulations of illegal interest at compound rate on a loan. 152, March 25, 1851, Rajshaye. 556, June 23, 1852, Dacca. 1021, September 29, Patna. And of interest in <i>kind</i> . 241, May 3, 1855, Bhaugulpore.
6	1850	533 Sept. 30	Nudda	... Example of award of liberal interest and mesne profits for period before, during, and after suit up to realisation of decree, in favor of a widow, unjustly debarred from her rights.
7	1852	508 June 14	Dacca	... On interest upon arrears of rent. • Act II. 1839. 740, August 17, 1853, Patna. 775, August 29, Mymensing.
8	1852	516 June 15	Dacca	... 514, December 26, 1854, Jessore. 66, February 9, 1856, Shahabad. On claims founded on deeds containing usurious conditions.

9	1852	1132 Dec. 22	Shahabad	... Stipulation, on a loan to pay certain profits beside the interest, not illegal, but forfeits interest.
10	1853	38 Jan. 10	Patna	... Agreement not to demand interest will not bar such a demand, nor is notice of a demand of interest required beforehand.
11	1853	250 March 3	Dinajpore	... The fact that interest is omitted in the claim does not bar decree for interest as well as principal. 500, June 2, Dacca. 125, March 9, 1854, Midnapore. 151, April 13, 1854, Patna.
12	1853	437 April 14	Patna	... Interest on costs awarded in Privy Council decree may not be granted, unless included in the decretal order.
13	1854	241 May 18	Furzedpore	... Interest on mesne profits must be from date of institution of suit, not of dispossession. 73, February 13, 1856, Chittagong.
14	1855	609 Dec. 5	Dacca	... Interest accrues upon a sum decreed from the time of passing decree till it be fully executed.
15	1856	463 May 29	Hooghly	... Interest on principal of a testator's public securities was decreed at the highest rate current at time of his death, from that time to date of suit; after it to date of payment on the consolidated sum 12 per cent.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
16	1856	649 July 24	Behar Backergunge	Interest on rent arrears optional to the Courts to allow or not, under Act XXXII. 1839. Precedent of 1852 rules that there must have been a demand of rent, followed by a summary action.
17	1856	1019 Dec. 18		
18	1857	183-189 Feb. 10		
19	1857	532 April 1	...	A contract, whose ultimate effect is usurious interest, but which was at the first <i>prima facie</i> fair, is without the terms of the law of XV. 1793. 118, January 23.
20	1857	608 April 16	...	An interchange of leases converting a money debt into arrear of rent, with stipulation to pay interest on the consolidated sum, is an evasion of the law of XV. 1793.
21	1857	1164 June 22	...	Interest on damages dates, not from the cause of action, but from the decree.
22	1857	1488 Aug. 19	...	Interest cannot be awarded on deposit of debts due made under Regulation II. 1806.
23	1857	1541 Oct. 30	...	Interest upon costs dates from the date of their award.
			...	Principle laid down in Neelkanto Banerjee <i>versus</i> Brijochunder Banerjee, at page 508, 1852, followed out.

# JOINT TENANCY, (SHARES, RESPONSIBILITIES, FUNDS, &C.)

(See ALSO REVENUE, HINDU LAW.)

1	1849	4 Jan.	8 Rajshaye	...	Where it is proved that A. buys a property with funds that are joint funds of himself and other heirs of a deceased's estate, and that they are with him in possession of it, their co-parcenership in the possession and profits of the land is clear ; and for any wrongful disposition of another party must all be liable for damages, costs, &c. This does not apply to self-acquisitions. 1, January 3, 1853, 24-Pergunnahs. 444 May 18, 1853, Bhaugulpore.
2	1849	15 Jan.	13 Rajshaye	...	A. and B. being joint sharers, A. having to save the estate, paid, whether in full or in part, the revenue due to the Collector by B., was entitled to the amount he paid.
3	1849	36 Feb.	15 Dacca	...	If two or more joint sharers make over their estate in mortgage, and the mortgagee, with view to acquire proprietorship, serve notice of foreclosure on one only or not on all of the sharers, a suit brought by him to gain possession, &c., must be nonsuited.
4	1849	341 Aug.	9 Shahabad	...	There is nothing to prevent sharers in a joint undivided estate leasing their individual rights and interest, nor after having conjointly leased all or a part, to prevent one of them from mortgaging his own lien in the property subject to all burthens imposed by previous and existing engagements.
5	1850	583 Dec.	19 Mymensing	...	A co-sharer, who saves a joint estate by paying up all the revenue, is entitled to a refund by the rest, not jointly and severally, but

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
6	1851	61 Feb. 4	Rungpore	<p>in equal portions, except as to those who can show their specific shares and proportion of balance due from them. 75, February 16, 1856, Patna.</p> <p>Where co-sharers made a private partition of some mehals, and private agreement of joint responsibility for the Government revenue and of mutual compensation for losses, and A., a co-sharer, lost one of his mehals by falling into arrears, and desired the rest to make up to him out of their lands a portion proportionate to one share in the mehal sold, it was found that the agreement was to make up any arrears accruing, and to save a sale, not to re-divide the lands to make up for a mehal sold, except when sold under a decree.</p> <p>A. had no ground of suit to obtain land ; he might have had to recover pecuniary damages.</p>
7	1851	477 Aug. 5	Dacca	<p>Case between co-sharers, concerning a conditional sale by one sharer of his interests, contrary, it was said, to an agreement forbidding absolute sale, or giving <i>kut</i>, or allowing a permanent and heritable alienation of a share.</p>
8	1851	656 Nov. 18	Beerbhoom	<p>On the representation of all parties interested in a joint undivided estate in suits by or against them, or in default thereof, pleas, by those who do sue or are sued, limited to their own distinct rights.</p>
9	1851	670 Nov. 20	Backergunge	<p>723, December 8, Dacca.</p> <p>For reversal of a sale : 306, April 26, 1852, Mymensing.</p>

10	1852	226	1	24 Pergunnahs	...	A co-sharer in a divided estate can enhance his own ryots' rent.
11	1852	April 296	20	Mymensing	...	Though A., a joint holder of a tank or other property, do not contribute his due share of the expenses, his right to share in the profits is not invalidated ; it may be restricted, till he pay up.
12	1852	550	22	Mymensing	...	Civil Courts cannot interfere with the revenue authorities' proceedings in the course of butwarah. But the right to a butwarah is a matter within their cognisance.
13	1852	June 697	15	Nuddia	...	861, August 26, Tirhoot. If A., by purchase of a share, become co-sharer in an <i>ijmalee</i> estate, he is not responsible for arrears prior to his purchase.
14	1852	July 718	22	Tirhoot	}	A suit for rent of a specific mehal in an estate under butwarah is not a suit for proportional rent of an undivided estate.
15	1852	July 803	12	Rajshaye		
16	1852	Aug. 645	23	Midnapore	...	A suit by a sharer in an <i>ijmalee</i> estate for specific lands is untenable.
17	1852	Aug. 950	15	Mymensing	...	861, August 25, Tirhoot.
18	1853	Sept. 143	3	Mymensing	...	A co-sharer having specific and defined right, can sue separately.
19	1853	Feb. 219	17	Dacca	...	A co-sharer may sue singly to enhance ryots' rents.
20	1853	Feb. 418	26	Jessore	...	A co-sharer is authorised to pay up Government revenue before "last day," so that it be after the <i>kist</i> was due.
		April			...	Zemindar's consent not necessary to sale of a <i>jotedaree</i> . 14, January 11, 1855, Rungpore.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
21	1853	549	...	On the butwarah law.
22	1855	June 23 31	Midnapore	263, May 10, 1855, Mymensing.
23	1856	Jan. — 397	Behar	Arrears-sale cannot be barred of a joint undivided estate on the suit of one or more sharers. Section 27, Regulation XI. 1822.
24	1856	May 10 634	Sarun	It is open to a co-sharer to sue for separation of his share ; and after obtaining declaration of title thereto, to sue for determining its area and for possession.
25	1856	July 26 659	24-Pergunnahs	Where a co-sharer pays up revenue to save an <i>ijmalee</i> estate from sale, and sues his co-sharers for refund, it is for them to prove their respective shares : with reference to precedent of 1850.
26	1856	July 31 761	Midnapore	Where one sharer acts as manager without express deed, it is with implied promise to share profits equally with all the sharers. But the fact of such management must be shown.
27	1856	Aug. 28 986	Shahabad	Nothing may be done to common property without consent of all the sharers ; but if any interference, as erection of a building, be suffered to proceed without opposition, a sharer will not have right to sue for prevention : he will still for damages.
		Dec. 11	Sarun	Where a co-sharer sues for recovery of his share in a joint undivided estate, it is for defendants to prove a plea of actual separation.
				But a claim to property <i>acquired</i> by individual sharers must be sustained by proof that it was acquired from joint funds, and that no division of personal property has taken place.

28	1857	1405	Aug. 4	...	...	Decree for rent in favor of an ostensible shareholder cannot pass when the shareholder's distinct and separate possession is contested, until that point has been adjudicated in favor of the claimant.
29	1857	492	March 30	...	...	Co-sharers in under-tenures, who have not registered themselves in the zemindar's serishtas, have no contract with him, but with their co-sharers only.
30	1857	611	April 18	...	...	Under a deed of partition authorising each sharer to alienate or necessity his own share, he is sole judge of such necessity, and is not bound to prove it.
31	1857	614	April 18	...	...	Example of reversal of a sale of an istemrarae tenure in possession of a member of an undivided family, not proved to have been self-acquired by him, but by their joint funds.
32	1857	765	May 9	...	...	Any co-proprietor has a right of <i> veto </i> to forbid any course as to the common property, to which he consents not.
33	1857	802	May 12	...	...	A summary decree against any shareholder in an <i> imalee </i> tenure is a decree, not personal, but upon the tenure.
34	1857	1244	July 15	...	...	In a joint-tenancy, where one sharer not paying his share of the Government revenue, the whole estate is sold, suit by the co-sharers against the defaulter will not lie.
35	1857	1354	July 31	...	...	Suit by a co-sharer of an estate under <i> butwarah </i> will not lie against the rest for advances of Government rent for their shares.
36	1858	28	Jan. 11	Hooghly	...	A. and B., being joint zemindars, and C. and D., joint ryots, there may be one pottah and one <i> kuboolyat </i> between them, and on stamp for one deed in each case.
37	1858	1755	Dec. 1	...	...	Parties holding unequal shares, but having a joint right of pre-emption, have that right equally and not in proportion to their shares.



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
38	1858	1784 Dec. 8	...	Two brothers having effected a partition in 1253, petitioner, one of the two, sued the other for a share of a bond in that other's name, dated previous to the partition. Held, in dissent from the lower appellate court, that, as the decree was on account of a loan admittedly made previous to partition, the <i>onus probandi</i> did not rest with petitioner to establish his right to share, but with the opposite party to prove exemption from the effects of the partition, as the deed of partition itself made no exception in regard to any items.
JURISDICTION.				
1	1849	65 March 15	24-Pergunnahs	There may often be a new ground of action, as well as the original cause; as <i>e. g.</i> a promise reviving an action lost from lapse of time. The place of executing and that of performing a contract are presumed to be one, when not expressed otherwise. In a suit on a bond, though defendant's fixed residence was in another jurisdiction, yet the cause of action arose where the bond was concluded. Where order of the Sudder Court is necessary to the cognisance of a suit (as for land in different jurisdictions), all proceedings prior to their order are illegal, and on receipt of it must be re-taken <i>de novo</i> .
2	1850	41 March 12	Diwapore	

3	1850	341	2	Patna	... Non-jurisdiction necessitates a nonsuit.
4	1851	100	22	Hooghly	... An obvious, patent, defect of jurisdiction must at once close a Court's proceedings, although not pleaded, nor objected to by the parties.
5	1851	250	28	Moorshedabad	... Orders and proceedings of one Court manifestly out of jurisdiction need not be regarded by other Courts, but treated as null, ' <i>coram non judge</i> .'
6	1851	454	24	Purneah	... Civil Courts have no jurisdiction in claims for land as <i>mal</i> , which the Resumption Courts have decided to be <i>lakhtiraj</i> .
7	1851	524	26	Cossiah Hills	... Act IV. 1850 does not apply to Non-Regulation districts.
8	1851	576	8	Moorshedabad	... Non-jurisdiction, on the ground of defendant being a British subject, (Acts XI. 1836, VI. 1843) is a material issue.
9	1851	578	9	Cuttack	... Civil Courts cannot entertain suits for pensions, alms, &c. Section 17, Regulation XXV. 1793.
10	1851	587	9	Cuttack	... 558, June 28, 1853, Burdwan.
11	1851	806	31	Tipperah	... Construction 997 wrong. Appellate Courts, though observing injustice done towards parties not appealing and not before them, have no jurisdiction to interfere.
12	1852	473	8	Tipperah	... C. O. 22, September 9, 1851.
					... Civil Courts have no jurisdiction in claim to ferries declared by competent authority (Superintendent of Police) to be public.
					... The wife of a European British subject, without special grounds, cannot sue for property in her own right.
					... The Supreme Court's receiver sued the rajah for lands, which the defendant pleaded to belong to his independent territory.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
13	1852	877 July 29	Moorshedabad	Suit held not cognisable. So in the case of Mr. Inglis <i>versus</i> some Cossiah chiefs.
14	1852	948 Sept. 15	Sarun	633, July 5, Sylhet. A party to a suit, resident in England, <i>pendente lite</i> , may be called on to furnish security. Regulation XIV. 1829.
15	1853	17 Jan. 4	Dacca	Land in two Presidencies.
16	1853	299 March 14	Behar	Ditto two jurisdictions.
17	1853	305 March 15	Moorshedabad	A suit for rent must be brought in the zillah where the land, for which rent is sued, is situate, and within one year.
18	1853	422 April 26	Tenasserim	453, November 8, 1854, Nuddea. Section 6, Regulation III. 1893.
19	1853	425 April 27	Kamroop	Land in three jurisdictions.
20	1853	929 Nov. 24	Patna	Case of wrongful appropriation by A. in Moulmein of B's (foreigner's) timber logs in foreign territory. The cause of action was prior to British assumption of the Civil Government in Assam.
21	1854	465 Nov. 22	Pungpore	No civil action upon Magisterial acts. 117, March 2, 1854, Dinajpore. 265, May 10, 1855, Burdwan. A suit to compel a barber to shave cannot lie.

22	1856	302	19	Assam	}	Where doubt exists, incapable of immediate solution, trial should not proceed without reference to superior authority to sanction the venue.
23	1856	572	18	Bhaugulpore		Want of jurisdiction is not a defect contemplated in Act IX. 1854.
24	1857	23	8	...		...
25	1857	165	7	...	...	Notice within the mahal to be sold being required by Section 12, Regulation XLV. 1793, a suit to reverse sale, made without it, will lie.
26	1857	532	1	...	...	A suit to recover a document will not lie ; but a suit for damages for loss caused by its retention will lie.
27	1857	777	11	...	...	An action will not lie for cancellation of deeds that have not been issued or uttered, and which, it is merely feared, are about to be acted upon.
28				...	...	An injunction under Regulation VII. 1825, by a Civil Court, on a judgment debtor to restrain from alienating a property, unless first a demand for security has been made upon him, and he has failed to tender it, is an act out of jurisdiction, <i>null</i> and <i>void</i> . Separate suit for a sum obtainable by executing an existing decree inadmissible.
29	1857	810	12	...	...	Acts of public officers appointed by competent authority are valid, although there be defect in the officers disentitling their appointment. <i>Quod fieri non debet factum valet</i> .
30	1857	1320	27	...	...	Mistake of jurisdiction is not an error covered by Act IX. 1854, and subjects to non-suit.
31	1857	1442	19	...	...	Suits will not lie for recovery of difference of a greater or less bid at public sale, the first bidder not paying up. Act IV. 1846.
		1587	7	...	...	
		Nov.		...	...	

No	Years.	Page and Date.	Zillah.	Abstract.
32	1858	48 Jan. 14	Beerbhoom	A suit will lie to set aside the effect of an order under Regulation VII. 1819 relative to parents and offspring.
33	1858	594 March 31	24-Pergunnahs	An ordinary Civil Court can set aside acts of a Court of limited and special jurisdiction done without any jurisdiction.
<p style="text-align: center;"><b>L A K H I R A J</b> (See SETTLEMENT, HINDU LAW.)</p>				
1	1849	66 March 15	Burdwan	A putneedar can sue to resume lakhiraj within his putnee. 328, May 13, 1851, Balcoombah; and zemindar need not be a party. 628, July 5, 1852, Beerbhoom.
2	1849	146 May 10	Dacca	A plaintiff suing for a lakhiraj estate, and defendant denying his lakhiraj title, the case must be referred, on the question of its validity or otherwise, to the Collector.
3	1849	327 Aug. 7	Tippurah	Acts of a Collector in his capacity of a resumption officer cannot be heard by the Civil Court, but the special Commissioner only. 448, November 2, 1854, Tirhoot.
4	1849	487 Dec. 27	Beerbhoom	Where A. sues, claiming as his lakhiraj land, of which B. has dispossessed him as being his own putnee, the course for the Civil Court to follow is, first, to refer to the Collector under Clause I, Section 30, Regulation II. 1819, whether the land is

5	1850	51 March 14	Hoochly	... ... ... ... ... ... ... ...	<p><i>mâl</i> or lakhiraj ; and after his decision upon that point (which the Civil Court may not question) to decide on the rights and possession, &amp;c.</p> <p>95, April 3, 1850, Behar.</p> <p>Not so where lakhiraj title is not questioned ; but the dispute is as to boundaries, &amp;c.</p> <p>559, June 23, 1852, Chittagong.</p> <p>690, July 15, 1852, Mymensing.</p> <p>1099, December 14, 1852, Midnapore.</p> <p>A Court pronouncing a tenure to be rent-free must state how it is proved to be so, how the conditions are found good, and on what evidence, such as its existence before, and undisturbed possession as lakhiraj since, the 12th August 1765, &amp;c.</p> <p>85, March 30, 1850, Hooghly.</p> <p>330, May 13, 1851, Mymensing.</p> <p>On resumption of a lakhiraj tenure, mookurree leases within them, not protected by special provisions, fall in with it, and become void.</p> <p>Section 4, Regulation XIII. 1825, extended by G. O. 204, October 14, 1839, applies to suits for settlement at half jumma by parties other than the lakhirajdars or their representatives.</p> <p>Where A., not suing for the <i>revenue</i> of land held lakhiraj, but calling it <i>mâl</i>, sues for a specific rent, and the opposite party repudiates all <i>malgozaree</i>, the Collector was right in fixing the <i>onus probandi</i> on plaintiff to show that the land was <i>mâl</i>.<sup>s</sup></p> <p>A zemindar suing to assess lakhiraj land within his estate, the <i>onus</i> of proof lies on the lakhirajdar to prove his title to</p>
6	1850	167 May	Tirhoot	...	
7	1850	209 May	Patna	...	
8	1850	303 June	Beerbhoom	...	
9	1850	451 Aug.	Nuddea	...	

No.	YEAR.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
10	1850	459 Sept. 2	Rajshaye	exemption; and by his exhibits will the zemindar's suit be affirmed or rejected.
11	1851	2 Jan. 6	Hooghly	A decree of a Revenue Court declaring whether land is or is not a valid lakhiraj may not be questioned by a Civil Court.
12	1851	7 Jan. 8	Tirhoot	Several points necessary to be enquired into to ascertain correctness of a lakhiraj title: as hereditary nature, registration, possession on rent-free basis, &c. Regulations XIX. 1793, II. 1819, XIV. 1825. And the source and authority of the grant.
13	1851	127 March 6	Purneah	555, November 28, 1855, Hooghly.
14	1851	187 April 2	Midnapore	Possession before the Dewanny, &c. 396, May 8, 1856, ditto. See also <i>post</i> .
15	1852	73 Feb. 2	Hooghly	On a suit by a zemindar to resume lakhiraj land held upon a <i>char</i> granted in 1786 by a competent party, it was necessary to the determination of the validity of the title to ascertain the identity of the land with that mentioned in the <i>char</i> , that the tenure was hereditary.—Clause 4, Section 2, Regulation XIV. 1825. And that the grantee and his heirs had held possession through twelve years previous to 12th August 1765, and since then uninterrupted.—Clause 1, Section 2, Regulation XIX. 1793. Also that the <i>char</i> was registered.—Section 27, Regulation II. 1819. So of a <i>shiknee</i> .
16	1852	85 Feb. 10	Rajshaye	470, June 8, 1852, Backergunge.
17	1852	723 July 26	Moorshedabad	A suit to assess, and a suit for higher rent of the same land cannot be carried on simultaneously.

18	1852	836	Hocghly	...	Non-hereditary <i>lakhiraj</i> is resumable. Section 12, Regulation III. 1828.
19	1852	Aug. 868	Tirhoot	...	Case of a <i>mutt</i> claimed by one side as <i>lakhiraj</i> in title, and more than twenty years in their possession ; by the other as <i>māl</i> . — <i>vide</i> Report and Decision.
20	1853	226 Feb. 17	Midnapore	X...	Though a Collector may pronounce land <i>māl</i> , and renounce Government claim, yet A. may still raise issue against B, zemindar, that it is <i>lakhiraj</i> .
21	1853	778 Aug. 29	Bhaugulpore	...	A ryot in possession for twelve years, if his <i>lakhiraj</i> be bad, yet cannot be dispossessed, if he agree to pay fair rent.
22	1853	982 Dec. 29	Tipperah	...	That a defendant chooses to call his tenure <i>lakhiraj</i> is not in itself necessarily a cause obliging a recourse to the Collector under Section 30, Regulation II. 1819.
					Confer. 61, January 26, 1854, Midnapore.
					An auction purchaser can sue to resume revenue within twelve years of purchase.
					929, November 29, 1856, Beerbhoom.
23	1854	61 Jan. 26	Midnapore	...	34, January 14, 1858, Midnapore.
24	1856	995 Dec. 14	Mymensing	...	Right to hold land as valid <i>lakhiraj</i> is one plea ; to hold it rent-free on prescriptive title is wholly another, in which validity or invalidity of the tenure is not raised.
25	1856	1003 Dec. 16	Sarun	...	A <i>taidat</i> showing a <i>lakhiraj</i> holding not in itself a proof of the right of the holder. There must be also proved <i>lakhiraj</i> possession prior to 1765 with or without <i>sunnud</i> , or under a valid grant since. A suit for possession of <i>lakhiraj</i> is not a suit for its revenue : the question of rent-free title is to be investigated when only suit is for resumption and assessment of <i>lakhiraj</i> .



No.	YEARS	PAGE AND DATE.	ZILLAH.	ABSTRACT.
26	1857	439 March 23	...	Confer. 4, January 8, 1858, Bhaugulpore. The zemindar must show the land was <i>once</i> in his malgoozaree. 1379, August 5, 1858, Tipperah.
27	1857	1502 Oct. 22	...	Suits to resume lakhiraj, the grants of which are by law null and void, cannot be barred by statute of limitations.  In a suit to resume lakhiraj, whose existence has been recognised more than twelve years, it is yet incumbent on Courts to determine whether the tenure existed before December 1st, 1790. 133, January 28. 1019, June 10. 758, May 7. 610, April 17. 193, February 10, 1858, Hooghly. 340, March 2, 1858, Hooghly. Confer. 484, March 20, 1858, Purneah. 1162, June 22, 1858, Burdwan. 1614, November 10, Hooghly. 1757, December 1, Tipperah.
28	1858	84 Jan. 27	Hazareebagh	The hereditary nature of a <i>chakeran</i> sunnud will not protect it if the condition of service be not performed.

# LEASES, & C.

(See LIMITATION, RENTS, ATTACHMENT, POSSESSION, REVENUE.)

1	1849	Feb. 40	Backergunge	...	Cancelment of a lease granted upon competent authority, and granted and received in good faith, within or after the term of limitation, is not open to question by the Court.
2	1849	Aug. 317 2	Dacca	...	Permanent hereditary leases for building purposes, &c., in the interior of a city of sites measured by cubits, fall within the description of Section 8, Regulation XLIV. 1793, and Section 30, Regulation XI. 1822, and the rent may not be enhanced.
3	1850	Jan. 8	Tirhoot	...	Notice of enhancement of rent may not be general, but handed to each individual ryot.
4	1850	March 62 21	Purneah	...	A receiver appointed to collect rents on attachment cannot grant leases, such as shall bind the proprietor, when his property is restored to him.
5	1850	May 205 16	Tirhoot	...	A. advanced money to B., who made over some farms to A., who was to pay to B. a certain rent for a certain time. B. ousted A. without paying back the loan; the repayment of which at the end of the lease had been stipulated. In such circumstances on a suit by A. to recover the advance, it would be correct to set off as much rent as was due on the lease, of which A. had reaped the farming profits.
6	1850	Dec. 562 5	Shahabad	...	A perpetual or other lease is valid granted by a party whose right to proprietary settlement is established, although it may have been granted before that right was admitted or advanced.
7	1851	May 289 1	...	...	A decree, in a suit for rent founded on a kuboolyut, against a defendant who was no party to the kuboolyut, cannot be

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
8	1852	185 March 17	Bhaugulpore	upheld. And in a suit for rent generally, there will be no claim against a party who acted merely as the temporary representative or friend of a principal, then absent in Europe, after the return of the principal within the jurisdiction of the Courts, so as to be amenable to suit.
9	1852	455 May 31	Jessore	Where A. grants a lease to B., he is bound by the covenant. If he had not power to do so, B. may still claim damages for loss of profits of his farm.
10	1852	918 Sept. 9	Rajshaye	A., a farmer granting to B. lease of his cultivation with C., the owner, or malik's countersignature beyond the term of his (A.'s) own farm, the lease is valid.
11	1853	242 Feb. 23	24-Pergunnahs	A., a zemindar, gave ijarah to B. of four mehals on consolidated jumma. A. could not then lease one mahal or a part of one to C.; but A. had power to give C. an assignment upon B. for a part of the aggregate rent. C. could claim no more than would have been due to A.
12	1853	621 July 11	Moorshedabad	Although the <i>jungle-booree</i> lands were not specified, the <i>daro-bast pottah</i> included them.
13	1853	666 July 28	Tirhoot	Resumption by Government of an estate does not annul or alter a lease within it.
14	1853	726 Aug. 16	Shahabad	An unexpired lease on the death of lessee may not be cancelled by the lessor, if lessee's heirs or sureties occupy it till expiry. A landlord, by purchase in execution sale, suing B., a <i>teeka</i> farmer on <i>farighuttee</i> , summarily to cancel his lease, and failing in his

15	1857	1232	14	...	...	suit, received rent from B. till the lease expired. Then suing B. regularly for wasilat on ground of wrongful possession obtained decree.
16	1858	July 41	14	...	...	Distinction between a sale of lease and mortgage.
17	1858	Jan. 76	14	Mithnapore	...	Case of a lease on a loan in which lessee was ousted by lessor before the loan was liquidated.
18	1858	Jan. 76	26	Patna	...	A. bought at Sheriff's sale a lease, and sold it to B. When B. <i>was</i> in possession, it was necessary he should take out formal processes to be put in possession.
19	1858	April 1519	23	Sarun	...	Where a lease mentions no term nor rate of rent, the holder is a tenant at will.
20	1858	Sept. 21	21	Sarun	...	A. borrowed on one date a sum of money; after twelve days he executed lease for it; and that not in his own name, but his gomashtha's; and then he and the gomashtha drew up a deed of assignment, empowering the lessees to pay rents to the creditor. This was all held one transaction, and valid.
		1547	27	24-Pergunnahs	...	On powers of local agents of absentee proprietors.
		Sept.				

## L I M I T A T I O N .

(See RENTS, NONSUIT, LAKHIRAJ.)

1	1849	1	4	Mymensing	...	The truth of the facts upon which a plea of limitation in bar of a suit turns must be ascertained before the plea may be admitted.
2	1849	Jan. 38	15	Bhaugulpore	...	If an appellate Judge find a suit barred or not barred by limitation, he should not proceed further to try it upon the merits but return it to the original Court.
		Feb.				506, August 18, 1851, Dacca.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
3	1849	40 Feb. 26	Backergunge	Where A. gets decree against B. and C., and attaches and sells property in execution; and afterward D. and E., having a lien in this property, but being not answerable for the decree, sue for damages, &c.: in such a suit the cause of action lies not in the attachment, nor does the limit of twelve years commence to run from the date of that; the sale, and the date of sale supply these; a complete dispossession being the material point. Where the guardian of a minor A. gave pottah of his land to B. in 1807, and A. attained his majority in 1825, and the Resumption Court attached the land in 1826 and released it in 1840, during which interval (in 1829) A. conferred the estate in gift to his wife, and died, and she did not institute suit to recover from B. till 1845, held she was not out of time. For the origin of the suit was properly to be reckoned from A.'s majority; and the whole period of attachment (1826—1840) was fairly to be deducted from the entire period, 1825—1845, inasmuch as A. could not have demanded rent all that time. The rule of Section 14, Regulation III. 1793 does not apply to zemindars, or putneedars, suing to resume lakhiraj within their tenures. (See <i>post</i> .) The provisions of Regulation II. 1805 are not applicable when not pleaded by a party.
4	1849	66 March 15	Burdwan	
5	1849	85 March 29	Shahabad	

6	1849	102 April	5	24-Pergunnabs	...	<p>In this case they were not applicable at all. A rent-free tenure was resumed by Government, and settlement made with A. But B, suing to obtain settlement, his suit was dismissed as barred by lapse of time. On appeal, because A's possession was deemed to be under invalid title, B's suit was decreed. But A's possession had been upheld under Regulation VII. 1813 in the year 1817, by the Civil Court, and no appeal been preferred against that decision. Held, that, as that order referred to the point of A's possession only as mookurrureedar as against the lakhirajdar, the lapse of twelve years did not prevent a suit for lakhiraj title and right of settlement. The order of the original Court, or that of the Lower Appellate Court may either of them have been right in itself ; but not because of a statute wrongly applied.</p>
7	1849	825 April	26	Shahabad	...	<p>The title claimed under Clause 1, Section 3, Regulation II. 1805 must be a fair title, believed by the possessor to have conveyed a right to possession and proprietorship.</p> <p>The statute of limitations, even though not urged, must be enforced by the Sudder Court.</p> <p>There being a decree in 1828, subsequently a plaint in 1840, nonsuited in 1844, and a further plaint in 1845, and after deducting the term of pendency of the intermediate plaint, the limit of twelve years was exceeded, the statute barred the second plaint ; even though the decreeholder in execution obtained possession of more than his decree.</p>
8	1849	147 May	10	Backergunge	...	<p>A regular suit under Section 17, Regulation V. 1812 must be within one year, but under Section 33, Regulation XVII. 1773, may be within twelve years from cause of action.</p>

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
9	1849	161 May 23	Backergunge	Though claims be misjoined in one suit, any plea raised respecting limitation in bar of either must be at once decided. 79, March 28, 1850, Jessore.
10	1849	269 July 5	Shahabad	A. obtained decree in 1810 for money lent. In execution B. was confined and died an insolvent. A. applied for execution against B's heirs in 1828. He did not follow it up; and the petition was struck off in 1834. A. sued B's heirs again in 1842, for principal and interest on the decree of 1810. Held that the last act in execution of decree was that of 1828; and under statute the suit was barred.
11	1849	322 Aug. 2	Tirhoot	A summary decree was passed in 1823. A suit to reverse it was nonsuited in 1833. It was re-instituted in 1845, after a lapse of twelve years, save one day. Held that the suit was barred.
12	1849	399 Oct. 29	Rajshaye	In reckoning whether a suit is barred by lapse of time, the years of minority of a suitor must be deducted from the account.
13	1849	461 Dec. 18	Dinajpore	Section 14, Regulation III, 1793 relates to the lapse of twelve years after deprivation of right by an act of an adverse party, which compels resort to law—not to mere omissions to exercise a right within twelve years. The prohibitions of Sections 12, 14, 16 of that law refer to institutions of the same identical suits, previously disposed of by competent authority,

by the same parties, for the same thing, and on the same ground of action.

39. March 6, 1850, Patna.

58. March 19, 1850, Tirkoot.

117. April 17, 1850, Burdwan.

357. August 1, 1854, Tipperah.

20. January 17, 1855, Sarun.

187. April 17, 1855, Bhaugulpore.

439. August 21, 1855, Hooghly.

1036. December 22, 1856, Hooghly.

38. January 14, 1858, Hooghly.

Where A. filed a suit against B. for *possession* of land, and lost it, and afterward sued B. for *rents*, to apply the law of limitation, the time was to be reckoned from the cause of action in the first suit, not from the date of its disposal, though the time of its pendency was to be deducted. Nor could an admission of possession in the first suit form a new ground of action in the second, since it did not imply an admission of rent due.

A limitation, good against a former proprietor, is not therefore necessarily good against an auction-purchaser.

Where the revenue authorities conclude, pending a detailed settlement, a summary settlement of an estate, and as a temporary measure only re-annex a mocuddumnee to the zemindaree, without investigating the question of right to a separation, and afterward, not concluding any permanent settlement, from time to time re-settle summarily, the mocuddum has a fresh ground of action and fresh term of limitation, at every renewal of summary settlement, and also at the final detailed settlement.

14	1850	Jan.	3	Tirkoot	...
15	1850	March 40	6	Sylhet	...
16	1850	March 46	14	Cuttack	...



DATE.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
17	1850	126 April 18	Hazareebagh	... Ruling as above on Section 16, Regulation III. 1793. 462, May 31, 1852, Hazareebagh. 570, June 26, Dacca.
18	1850	157 April 27		325, March 21, 1853, Hooghly.
19	1850	248 May 30	Bancoorah	381, July 27, 1854, Beerbhoom. Period of minority must be deducted in applying limitation.
20	1850	263 June 5	Rajshaye	349, July 9, Burdwan. Ruling as above on Section 12, Regulation III. 1793.
			Midnapore	Where A. claimed five several descriptions of property as by right of inheritance from B., his entire claim fell to the ground, as more than twelve years had elapsed since B.'s death; and even were it true that he had been in possession of portions since B.'s death, yet it was obtained on the averment of an <i>imalee</i> proprietorship, or of share along with others, not of heirship to B., and such plea could therefore be of no avail.
21	1850	267 June 6	Bhaugulpore	... The reservations of Clause 2, Section 3, Regulation II. 1805 as to adverse fraudulent or violent possession may not be applied in favor of suitors, unless specially pleaded in the plaint or replication.
22	1850	282 June 11	Sarun	... 203, April 19, 1855, Chittagong. Period of enquiry into pauperism may not be deducted in applying limitation to the pauper's suit.

23	1850	349. July 9	Burdwan	...	Benefit of extension of term cannot be allowed under Section 14, Regulation III. 1793, but on proof of inability to obtain redress before.
24	1850	369 Aug.	Mymensing	•	Limitation, as against an auction-purchaser of a putnee, runs from the date of sale. He succeeds to the rights of the tenure as at its creation independently of all contingencies between the creation and his purchase.
25	1850	444 Aug.	Hooghly	...	In a suit by a collateral heir, contesting succession of a natural or adopted son to the estate of a deceased party, limitation dates from the date of the succession, not of the widow's death, during whose life-time he could sue.
26	1850	473 Sept. 10	Bhaugulpore	...	A case cannot be disposed of under the limitation law without previous proceeding under Section 10, Regulation XXVI. 1814. Where plaint is brought under Clause 2, Section 3, Regulation II. 1805, there must be not only a distinct allegation of acquisition by violence or fraud, but also a specification of the circumstances of violence or fraud; where this is done, it must form an issue included in a Section 10 proceeding.
27	1850	491 June 19	Dacca	•	40, January 25, 1851, Tirhoot. 751, December 11, 1851, Sarun. It is adverse occupancy of a <i>proprietary</i> right, or adverse possession on a proprietary title, not any subordinate occupancy, for twelve years, that will establish prescriptive right.
28	1850	494 Sept. 19	Patna	...	216, May 9, 1854, Sarun. The limitation law does not apply to claims to assess land.
29	1850	513 Sept. 24	Furreedpore	...	116, February 27, 1851, Rajshaye. In applying limitation, the entire period of pendency of a previous non-suited claim must be deducted.

No.	YEARS.	PAGE AND DATE.	ZILLA.	ABSTRACT.
30	1851	120		
31	1851	Feb. 27 175 March 27	Lohardugga Mymensing	Against a grantor, seeking to resume his grant from a wrongful possessor, limitation runs from the date of succession of each grantee. The applicability of the limitation law cannot be summarily decided in the preliminary investigation under Act IX. 1839 as to the probable cause of action; but only after institution of a regular action under Regulation IV. 1793.
32	1851	292		The Regulation law of limitation is not subject to any variation by the rules of Hindu or Mahomedan law.
33	1851	May 1 352 May 15	Chittagong Surun	A suit by A. for possession and registration in the estate of his father B., who has sold the same to C., is not a suit to declare the sale invalid. Limitation should be reckoned from the date of B's decease, not of the alienation.
34	1851	459	Sarun	A case cannot be thrown out under the general law of limitation, Regulation III. 1793; when the special law is pleaded, Regulation II. 1805.
35	1851	464	Midnapore	The limitation law applies to cases of shutting up roads used as public ones.
36	1852	July 28 67 Jan. 21	Suddur	The twelve years' law of limitation applies to executions of decree. The last order in execution being the guide.
37	1852	94 Feb. 12	Furzedpore	603, June 17, 24-Pergunnahs. The date of actual dispossession, not of institution of, or order in an Act IV. suit, should commence limitation-term. 255, April 12, 1852, Backergunge, "or in a miscellaneous case."

38	1852	195 March 24	Sarun	...	Limitation applies to claims for wasilat.
39	1852	255 April 12	Backergunge	...	A claim as within twelve years may not be shifted to one within sixty years, on ground of fraudulent adverse possession.
40	1852	359 May 3	Chittagong	...	In suit to set aside settlement, limitation runs from its date, not from that of measurement.
41	1852	627 July 6	Sarun	...	Where part of a suit is struck out as pertaining to another jurisdiction, the time between such order and a fresh suit will not be deducted from the limitation term, unless the striking out be reversed on appeal.
42	1852	818 Aug. 16	24-Pergunnahs	...	The general law of limitation (of twelve years) having reference to transactions generally between parties, must not be confounded with special applications of it, under special laws, as in a suit to recover Government arrears—Section 28, Regulation XI. 1822.
43	1852	824 Aug. 19	Moorshedabad	...	To an auction-purchaser of an estate on sale for its own arrears, express rights accrue under the principles of the permanent settlement; and from the date of his purchase, therefore, as against him limitation must be reckoned. Under the old sale law from date of confirmation of sale—Regulation XI. 1822.
44	1853	210 Feb. 15	Jessore	...	319, June 4, 1855, Sylhet. 499, September 10, 1855, Hooghly. A. (mortgagee) sued out mortgage in the Supreme Court against B. (mortgagor); then sued in the Mofussil C. D., purchasers of the mortgage in an execution-sale that occurred some time before the Supreme Court suit; and twelve years before the Mofussil suit. The latter suit held to be barred.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
45	1853	291 March 10	Hooghly	Question of applicability of general law of limitation to suits by zemindars for resumption of rent-free tenures within their permanently settled estates. 61, January 26, 1854, Midnapore. 501, September 10, 1855, Hooghly. 436, May 22, 1856, Sarun. 771, August 29, 1856, Nuddea.
46	1853	546 June 22	Jessore	The general law applies to a mortgagee who has obtained foreclosure, and been in possession twelve years. 137, April 3, 1854, Behar. Confer. 975, December 21, 1853, Chittagong.
47	1853	735 Aug. 17	Patna	A ryot in uninterrupted possession for twelve years cannot be ousted so long as he pays a fair rent. Suit for wasilat can be brought within twelve years of the last litigation connected with the substantive right. 31, January 16, 1854, Tirhoot. Where A. mortgaged property to B, and C. obtained possession and kept it for twelve years, that was an adverse proprietary possession, establishing his right by prescription.
48	1853	778 Aug. 29	Bhaugulpore	
49	1853	830 Sept. 8	Patna	
50	1853	849 Sept. 23	Behar	
51	1854	1 Jan. 9	24-Pergunnahs	

52	1854	52 Jan.	Rhaugulpore	...	Period of suspension of possession ( <i>e.g.</i> by attachment, with <i>makana</i> ) caused by other circumstances than those disputed between parties, not to be deducted from the <i>limitation</i> reckoning.
53	1854	61 Jan.	Midnapore	...	Right to hold land as valid <i>lakhiraj</i> is one plea; to hold it as on prescriptive title is quite another; in which validity or invalidity of the tenure is not raised; and the statutes of limitation are not necessarily involved in the consideration of the former plea.
54	1854	141 April	Behar	...	The law of limitation applies to suits for rent-arrears.
55	1854	177 April	Tirhoot	...	308, June 26, 1854, Shahabad.
56	1854	228 May	Tirhoot	...	Since Act XIII. 1848 suit against award of revenue authorities must be laid within three years after the award.
57	1854	479 Nov.	Purneah	...	Period of pendency of suit by A. <i>versus</i> B. for a disputed right not to be deducted in applying <i>limitation</i> to a suit by C, for the same thing.
58	1855	57 March	Sarun	...	Pendency of an appeal before the Provincial Court no bar to the law of <i>limitation</i> against other parties suing for the same property on a different cause of action.
59	1855	114 March	Bhaugulpore	...	Law of <i>limitation</i> not applicable to claims of re-entry into property alienated by <i>zur-i-peshgee</i> deed.
60	1855	253 May	24-Pergunnahs	...	<i>Limitation</i> applies to resumed lands, and parties with whom settled.
61	1855	414 Aug.	Mymensing	...	And to ryots' holdings and <i>mookurruree jotees</i> . 584, December 12, 1855, Sarun. But not of tenants <i>at will</i> . 589, December 17, 1855, Lohardugga. Act XIII. 1848 applies not to possessory titles.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
62	1856	48 Jan. 30	Tirhoot	Where A. institutes a suit which he is found incompetent to carry on, the period of its pendency cannot be deducted from the <i>limitation</i> term applicable to another suit.
63	1856	56 Jan. 31	Tirhoot	In a suit to reverse a revenue award, period of pendency in a prior suit to reverse an Act IV. decree could not be deducted from the <i>limitation</i> term of Act XIII. 1848, since the latter was not a suit to reverse <i>revenue</i> award ; which must be touching disputed <i>possession</i> .
64	1856	269 April 14	Bhangulpore	The <i>limitation</i> law cannot apply as between superior and inferior holders of land, on the principle that adverse <i>proprietary</i> possession is that intended in the statute. The inferior's tenancy is not adverse to the landlord, but permissive.
65	1856	83 Feb. 20	Patna	<i>Limitation</i> does not apply between trustees acting as such, and others interested in the trust.
66	1856	304 April 19	Hooghly	An order under Regulation VII. 1822, by competent authority, rejecting a claim to survey, is an award within the meaning of Act XIII. 1848.
67	1856	380 May 2	Tirhoot	Time of pendency of an intermediate action between a revenue award and a civil suit cannot be deducted in computing the three years mentioned in the above law.
68	1856	436 May 22	Sarun	Question of applicability of the <i>limitation</i> law to zemindars and auction purchaser's suits for resumption : with reference to precedents of 1847, 1848, and 1855.

69	1856	439	May 22	Hooghly	...	<p><i>Limitation</i> cannot be pleaded against zemindar's resumption when the unassessed land is not covered by any lakhiraj sunnud at all ; or lakhiraj possession not proven.</p>
70	1856	758	Aug. 28	Tirhoot	...	<p><i>Limitation</i> applies to suits to set aside adoptions that have been made in a proper manner, and good faith.</p>
71	1856	450	May 26	Tipperah	...	<p><i>Limitation</i> law not applicable to suits to enhance rent, where the tenant holds no instrument determining his rent in perpetuity ; with reference to precedents of 1845, 1847, 1848, 1849, and 1850.</p>
72	1856	617	July 24	24-Pergunnahs	...	<p>A. took lease in an estate from B, in <i>mookurruree</i> for self and heirs on payment of a certain sum. On B's death, his widow C. and another party D. succeeded as heirs ; but failing to pay Government revenue, the above estate was sold ; and the purchaser E. ejected the <i>mookurruredar</i> A., who died eleven years after the ejecton, and twenty-two after the lease. A's heirs then sued E. for refund of the money paid by A. to B, &amp;c. <i>Limitation</i> as between A's heirs and E. held to run from the date of C. and D's act, jeopardising the rights of A. and A's heirs, <i>i. e.</i> the default of revenue.</p>
73	1856	741	Aug. 28	Dacca	...	<p>Attachments by Civil and Criminal Courts do not interrupt action of the <i>limitation</i> statute ; because they do not affect title.</p>
74	1856	745	Aug. 28	Patna	...	<p>When Government with A's knowledge <i>asserted</i> its right to the <i>chur</i>, then were A's rights infringed ; and <i>limitation</i> would run between them from that date.</p>
75	1856	776	Aug. 29	Tirhoot	...	<p>Act XIII. 1848 does not apply to settlement proceedings, where no question was judicially before the revenue officers.</p>



No.	YEARS.	PAGE AND DATE.	ZILLA.	ABSTRACT.
76	1856	817 Nov. 10	Sarun	Against mortgage in possession <i>limitation</i> runs from expiry of the year of grace, when his title became absolute, in a suit for redemption.
77	1856	820 Nov. 12	Rajshaye	Where a part only of a claim is barred by <i>limitation</i> that does not bar hearing for the remainder.
78	1856	841 Nov. 17	Behar	A., a widow, was ejected from property held by her in lieu of dower, and heirs of her husband were able to take possession;— <i>limitation</i> in her suit against them for dower lies from that date.
79	1856	953 Dec. 8	24-Pergunnahs	Where A., in succession to his father or other party has not been personally in <i>possession</i> for twelve years, <i>limitation</i> cannot apply.
80	1856	973 Dec. 8	Rungpore	Where ouster is merely a consequence of a decree, <i>limitation</i> will date from the decree, not the dispossession. See above.
81	1856	1029 Dec. 22	Jessore	The suit was barred by the general law of <i>limitation</i> and by the special Act XIII. 1848.
82	1856	1207 Dec. 2	Tirhoot	Confer 1720, November 27, 1858, Sarun. Application to a <i>writ</i> Court, which throws it out, does not allow a new period of twelve years to run.
83	1857	1384 July 31	...	Except in special cases of sixty years' possession, and of twelve years' possession under a title just and honest, the law of <i>limitation</i> bars the plaintiff's remedy, but confers no prescriptive title on the defendant. In a suit for unresumed lakhiraj, as in any other, the statute applies. In the twelve years' case the statute will not bar a plaintiff, if he can show fraud or

84	1857	1407 Aug. 6	...	...	...	violence in defendant's original acquisition ; but till then the defendant's case cannot be examined. The statute bars plaintiff's remedy ; and no more. He must first show that his suit is within twelve years from the cause of action : or if not within twelve, and less than sixty, that defendant acquired by fraud or violence.
85	1857	1468 Aug. 20	...	...	...	Plea of limitation having been disposed of by a lower Court, and case decided upon the merits in appeal against the decision on the merits only, the said plea will not be considered by Appellate Court.
86	1857	574 April 14	...	...	...	Mere demarcation of boundary is not "award" of a Revenue Court.
87	1857	747 May 5	...	...	...	An auction purchaser suing for land belonging to the estate at the perpetual settlement is not barred by adverse possession of another upwards of twelve years.
88	1857	788 May 12	...	...	...	A suit for surplus proceeds of sale within twelve years of a decree confirming it is within time.
89	1857	959 June 1	...	...	...	Plea on special statute of limitation must be disposed of before one on the general law.
90	1857	1069 June 22	...	...	...	Limitation barred the suit under Act XIII. 1848. 688, April 29. 750, May 7. 787, May 12. Regarding Act XIII. 1848, no deduction must be allowed for a time when a non-suited suit had been pending. 688, April 29. 787, May 12.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
91	1857	1167 June 24	...	Execution of decree is not barred within twelve years of the last process.
92	1857	1197 July 9	...	Act XIII. 1848 admits of no deduction for any cause.
93	1857	1375 July 31	...	The statute of limitations applies not to disputes between landlord and tenant, because the latter holds not under adverse title as proprietor, but holds as ryot of the landlord.
94	1857	1903 Dec. 28	...	989, June 8. A proceeding under Section 10, Regulation XXVI. 1814 is necessary to a disposal of a question as to limitation.
95	1857	1913 Dec. 30	...	An auction purchaser's time of limitation runs from the date of revenue sale. If suit be brought within twelve years, a possession of sixty years will be no bar.
96	1857	67 Jan. 17	...	433, March 16, 1858, Rungpore. In sales of ancestral property, limitations runs from the decease of the sellers.
97	1857	108 Jan. 23	...	In applying the law of limitation, a minor may be entitled to deduction of the time he was a minor, even though his estate was under ward.
98	1857	289 Feb. 28	...	There being a bond, upon it a deed of instalment, upon that endorsements of payments, and balance due, statute of limitations cannot be applied to any but the last promise recorded.
99	1857	333 March 5	...	Possession under pottah for sixty years does not bar ejectment.

100	1857	439	...	✓	Suits to resume lakhiraj, the grants of which are by law null and void, cannot be barred by statute of limitations.
101	1857	March 23 489	...	...	Limitation, as a plea in bar, having been once disposed of by a competent Court, in appeal may not be re-opened.
102	1858	March 30 70	...	...	<i>Limitation</i> cannot be pleaded where there is no title at all ; which must be a title of adverse proprietary possession.
103	1858	Jan. 26 158	Maunbhoom	...	A obtained decree against B. in 1836, whose rights were bought by C. in 1835, and mortgaged by C. in 1837 to D., which mortgage D. foreclosed in 1852. A., in suing out execution against B. in 1841, was referred to a regular suit. As A.'s right to sue any party in possession since 1835 of B.'s rights arose at the decree, <i>limitation</i> ran from that date, 1836, and he was barred.
104	1858	Feb. 1 458	Sarun	...	Where A. sued to recover value of a crop in an estate, afterward sold for arrears, and leased in new putnee, in his suit to recover possession from the new parties, under a new cause of action, the term of pendency of the above suit could not be deducted. Confer. 1113, May 31, 1858, Mymensing.
105	1858	March 20 470	Shahabad	...	Act XIII. 1848 inapplicable to auction purchasers at arrears.
106	1858	March 31 570	Bancoorah	...	For period of pendency of a nonsuited case no deduction is allowable.
107	1858	March 30 857	Bhaugulpore	...	Section 2, Regulation II. 1805 (sixty years' <i>limitation</i> ) refers to public claims.
108	1858	April 1028	Burdwan	...	<i>Limitation</i> law not applicable to religious endowments.
109	1858	May 18 1078	Tirhoot	...	In a suit to enforce a deed, <i>limitation</i> runs from the date when the party concerned was first opposed in carrying it out.
		May 31			

No.	YEARS.	PAGE AND DATE.	ZILLA.	ABSTRACT.
110	1858	1254 July 9	Beerbhoom	<p>{ To recover possession, an ousted party must meet ouster's plea of <i>limitation</i> by proving, besides title, his possession some time within twelve years.  1696, November 24, 1858, Jessore.  ... <i>Limitation</i> cannot apply to butwarah as between sharers.</p>
111	1858	1263 July 13	Rajshaye	
112	1858	1273 July 17	Shahabad	
113	1858	1264 July 24	...	
114	1858	1681 Nov. 20	...	<p>Before the application of the special law of limitation, Act XIII. 1848, it is necessary for the Court to find that there has been an <i>award</i> by the revenue authorities as between the parties, and to record such finding; and there is a defect until this be done. Remand accordingly.  Held, that when a plaintiff pleads a special law of limitation, he is bound to show the particular fraud or violence by reason of which he claims the protection of that law.  Held, also, that dispossession as on a particular date having been pleaded, that point should have been adjudicated.  Held, that under Section 14, Regulation III. 1793, and Section 3, Regulation II. 1805, burden of proof of dispossession is on plaintiff.</p>
115	1858	1688 Nov. 20	Hooghly	<p>For personal debt, <i>e. g.</i> balance of rent to be realised after sale of the defaulting tenure, <i>limitation</i> runs from the date when debtor's property became insufficient to meet the demand.</p>
116	1858	1713 Nov. 24	Beerbhoom	<p><i>Limitation</i> law inapplicable to ghatwalee tenures.</p>

117	1856	1778 Dec.	7	Backergunge	...	A suit brought on the first Court day after the last day of the twelve years' term, that last day being a holiday, will be in time.
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## LUNACY.

1	1849	293 July	18	Tirhoot	...	Claims by private persons based on the lunacy of parties are admissible, although no enquiry into their state of mind have been ordered under Regulations X. 1793 and VI. 1822.
2	1853	637 July	20	Purneah	...	On a plea that an opposite party is insane, the Courts must institute enquiry and take evidence on the point.
3	1854	244 May	18	Sarun	...	Insanes, Hindoos, cannot inherit : but a Hindoo having inherited, and subsequently become insane, may not be dispossessed.

## MAHOMEDAN LAW, USAGE, & C.

(See RELIGIOUS LANDS.)

1	1849	65 March	14	Rungpore	...	A <i>wakf</i> tenure is inalienable ; but the sunnud must declare the pious or charitable use assigned for the land, and also the penalty for alienation. Where these conditions are fulfilled (the Court's judgment seems to imply), the fact of several acts of transfer by different holders is not an estoppel to the right of the lawful heir, who claims it as <i>wakf</i> .
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DATE	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
2	1850	99 April 4	Patna	A claim of <i>huk-i-shufa</i> , or on right of pre-emption, must be pre-ferred instantly upon knowledge of a sale. Applies to Hindoos in Behar as well as Mahomedans. 641, July 20, 1853, Jessore. 704, August 10, 1853, Shahabad. 12, January 11, 1855, Tirhoot.
3	1850	321 June 27	Patna	The conditions required to establish claim to pre-emption are immediate claim on hearing of the sale, which may be done by any method clearly implying a claim; and affirmation by witnesses, who attest the offer of the money to the buyer and seller.
4	1850	356 July 15	Tirhoot	
5	1850	585 Dec. 23	Tirhoot	
6	1850	602 Dec. 26	Patna	These conditions may be proved in regard to either one or another of the joint purchasers or joint sellers. A partner with a proprietor in private immunities and appen-dages (as of a house) has preferential right to pre-emption of the thing to be sold over another person.
7	1851	227 April 17	Dinajpore	Objections having been taken, for the first time on the appeal, resting on the special character of a document, viewed as a <i>hibba-bil-eruz</i> strictly under the Mahomedan law, while the transaction in dispute was between Hindoo parties, the Court held that such objections could not be received in appeal, not having been taken in the lower Court.

8	1851	232	1	Chittagong	...	Had a plea been made in the lower Court as to the document, called one of <i>hibba-bil-eruz</i> , in reference to its peculiar character as one belonging to the Mahomedan law, proof might have been adduced of there having been a contrary understanding between the parties. The mere use, by the writer of a document, of the Mahomedan term <i>hibba-bil-eruz</i> , as a descriptive name, by no means of itself conclusively shows that a contract, in all respects under the Mahomedan law, is contemplated by the parties to it.
9	1851	May 322	8	Behar	...	Decree given on the facts of the case, in favor of the appellants, and the judgment of the lower Court reversed.
10	1851	May 487	7	Hooghly	...	Where a party, admitting the execution of formal and recorded deeds of compromise and arrangement, rests a claim on an alleged important document, connected with the matter of those deeds and of an earlier date, yet not referred to them, the Courts will always regard his case with much distrust.
11	1852	Aug. 437	.	Backergunge	...	The Regulation law of limitation is not subject to any variation by the rules of Hindoo or Mahomedan law.
12	1852	May 859	20	Sarun	...	The prescriptive force of local usage has made the Mahomedan law of pre-emption applicable to Hindoos and Mussulmans alike in Behar.
		Aug. 25			...	Parties have right of appointing <i>mootawillees</i> of <i>wukf</i> property without sanction of committee of local agency—Regulation XIX. 1810.
					...	A conditional <i>hibba</i> , <i>sokenamadh</i> , gift or alienation, is not recognised; nor a reversionary assignment opposed to the law.
					...	A claim of pre-emption ( <i>tulub-i-wasilat</i> ) may be good, though made after a dissolution of a sale between contracting parties.



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
13	1852	885 Sept. 2	Dacca	There must be documentary proof of property being <i>wukf</i> . 69, January 20, 1853, Furreedpore. Claim on account of dower precedes all claims of inheritance. The heir, owner of property, can sell his rights, though he be not in possession; his rights being three-fourths of the deceased's property, when there is a widow; who has one-fourth, with or without dower, according to her claim to it, and substantiation of the claim.
14	1853	286 March 7	Patna	Sale of property under mortgage is valid; and right of pre-emption can arise on it.
15	1853	353 March 28	..	Between on one side the widow, on the other the son of a paternal uncle of the half blood, the former takes one-fourth, the latter three-fourths.
16	1853	411 April 21	24-Pergunnahs	A., in possession of lands nominally <i>wukf</i> , but really as heritable, divisible, alienable, according to his pleasure, along with other co-heirs of other lands, cannot claim office of <i>mootuwullee</i> over the whole.
17	1853	558 June 28	Burdwan	Case of a royal <i>sunnud</i> of <i>wukf</i> in favor of lineal descendants of grantee on conditions of duties incidental, and indivisible.
18	1853	932 Nov. 24	Cuttack	Seisin is necessary to the validity of an <i>ikrar</i> of inheritance. <i>Jageers</i> under Regulation XII. 1805 can be divided. Females, descendants of the grantee, can inherit them.

19	1854	219	Patna	...	No divorce having occurred, a husband is entitled, as against other heirs, to half share of deceased wife's property.
20	1856	May 311 April 22	24-Pergunnahs	...	Case of claim of dower on a <i>kabinamah</i> pleaded by the wife, and by the husband opposed, on the strength of an <i>ibranamah</i> and <i>kholanamah</i> .
21	1856	1092 Dec. 31	Dacca	...	If B. be a Sheea woman, and A. being a Soonnee, may not inherit by Mahomedan law, such defect of title will be remedied by Act XXI. 1850.
22	1857	444 March 25	...	...	A. was entitled to succeed to share of a half-sister's dower. Pensionary allowance to an <i>astana</i> : case of dispute between the <i>khadin</i> and <i>surcoom</i> .
23	1857	465 March 25	...	...	Without divorce, or separation by mutual consent, a husband is entitled to decree for recovery of his wife.
24	1857	454 March 25	...	...	{ Example of application of the Mahomedan law of pre-emption and co-parcenary. }
25	1857	525 March 31	...	...	
26	1857	398 March 18	...	...	
27	1857	640 April 22	...	...	Application of the Mahomedan law of superintendents of endowments. 586, March 31, 1858, Rajshaye.
28	1858	501 March 25	Kamroop	...	A mother and husband of deceased woman share dower equally.
29	1858	771 April 21	Sarun	...	Mahomedan law of pre-emption applies not to personalty.
30	1858	1218 July 1	Chittagong	...	Property strictly endowed is inalienable ; not so, if it be heritable, though subject to certain trusts.

# MORTGAGE (USUFRACT, &C., LEASES).

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
1	1849	9 Jan.	Dacca	Where a mortgagor alleges a conditional, a mortgagee an out-and-out or absolute sale of the property, it is essential that the fullest enquiry into the facts and merits of the case be made, and value of the property be ascertained as a material point in weighing the probabilities.
2	1849	36 Feb.	Dacca	Where A., even <i>knowing</i> that B. and C. are joint proprietors of an estate, receives mortgage thereof from B. only, attested by C., notice of foreclosure upon B. alone is sufficient to admit A. to proprietorship of the talook. It will still rest with C. to show cause why no responsibility or loss in regard of the mortgage should rest upon him.
3	1849	36 Feb.	Dacca	If two or more joint sharers make over their estate in mortgage, and the mortgagee, with view to acquire proprietorship, serve notice of foreclosure on one only or on not all of the sharers, a suit brought by him to gain possession, &c., must be non-suited.
4	1849	58 March	Hooghly	In B. S. 1223 (A. D. 1816) A. borrowed money from B., mortgaging, by a <i>kut-kubala</i> , certain parcels of dewuttier in pledge or conditional sale as security. B. notified foreclosure, and all his necessary preliminary proceedings were declared by the Civil Court fulfilled in 1227. B. lived for four years, and died without having taken any further steps. Afterward his widow

5	1849	302 Sept. 12	Behar	...	and family, on their majority, sued, not for possession, as the lands were dewutter, but on the bond, except for such share as devolved upon one brother separated from them. When re-entry into possession of a mortgaged estate is applied for before expiry of the period named in the mortgage deed, the mortgagor is liable to previous deposit of the entire principal lent.—Regulation I. 1798. No deposit is necessary after expiry of that term, no balance being due.—Section 7, Regulation XVII. 1806. And at any time before final foreclosure, accounts can be demanded from the mortgagee.—Section 11, Regulation XV. 1793.
6	1850	493 Sept. 19	Hazareebagh	...	A. receiving a <i>bazmanah</i> from certain hereditary cultivators who throw up their rights in the soil, but who, at the same time, mortgage those rights to other parties, and these proceeding to occupy the <i>jotes</i> , A., in a suit to recover possession, must necessarily sue both mortgagees and the mortgagors.
7	1851	131 March 10	Sarun	...	If a mortgagor sue C, a neighboring landholder claiming as his own part of A's land in the possession of B. mortgagee, it is not necessary that B be a party. If in the above case A. and B., both sue, after suit, A. can appeal the suit singly.
8	1851	211 April 14	Tirhoot	...	Neglect to urge objection on service of notice under Regulation XVII. 1806 does not lose to a vendor his equity of redemption.
9	1851	265 April 30	Nuddea	...	A. at sheriff's sale bought an estate, and sues late proprietors in the Supreme Court to set aside a foreclosure of mortgage. He pays up the Government revenue ; and sues late proprietors in zillah Court to recover the money, making the mortgagees co-defendants (Section 9, Act I. 1845). The two suits were not identical.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
10	1851	632 Sept. 18	Shahabad	... A lender under <i>bye-bil-vufa</i> is entitled to realise from the usufruct of mortgaged property an equivalent to his loan with legal interest, and no more. But his mortgage lien cannot be then cancelled without the usual course of procedure on the part of the borrower laid down in Regulation II. 1798.
11	1851	648 Nov. 12	Tirhoot	... A decree may not pass for the amount of loan advanced and interest, when the suit is for possession on foreclosure of mortgage. Notice under Regulation XVII. 1806 gives no efficacy to transactions in themselves illegal.
12	1851	750 Dec. 11	Jessore	... A mortgagor must either put his mortgagee in possession of all the property engaged for, or else return to him a proper portion of the advance.
13	1852	193 March 23	Behar	59, January 17, 1853, Midnapore. 575, June 30, 1853, Jessore. ... A <i>bhurna</i> lease is a mortgage. Lessee may sue lessor either for recovery of balance with interest or for possession.
14	1852	304 April 26	Tirhoot	96, February 7, 1854, Behar. ... A <i>zur-t-peshgee</i> lease is a mortgage; and Regulation XV. 1793 Section 10 applies. 280, April 15, 1852, Tirhoot. 577, June 28, Dacca. 1137, December 23, Tirhoot. 481, August 23, 1855, Midnapore.

15	1852	337 April 27	Behar	...	A in return for a loan received a <i>bharnanah</i> on B's land ; B. failing in Government revenue, A. had to advance the money to save the land from sale. In a suit by A. to recover this second advance, while yet in possession, accounts of the usufruct must be filed.
16	1852	678 July 14	Sarun	...	A., an agent of a bank, took <i>theeta</i> lease of B.; and C. D. at the same time, being A.'s principals at the bank, lending B. money, took up mortgage of the same land, and assignment of the <i>theeta</i> rent ; the amount of which paid Government revenue, and, also profits equal to the legal interest on the loan. This was all held to be one transaction ; to be one of evasion of the laws against usurious interest ; and the usufruct repaying more than the advance, the mortgagor was entitled to recover possession.
17	1852	831 Aug. 19	Dacca	...	Mortgages with conditional sale—Regulation I. 1798, and XV. 1793.
18	1852	1063 Nov. 30	Patna	...	A., a mortgagee, paying up Government revenue for B. mortgagor, cannot, while in possession of the mortgage, claim reimbursement of that amount. Both parties are entitled to adjustment of accounts of the usufruct, in which all debits and credits of both sides will be shown.
19	1853	210 Feb. 15	Jessore	...	A., mortgagee, sued out mortgage in the Supreme Court against B. mortgagor ; then sued in the Mofussil C. D. purchasers of the mortgage in an execution sale that occurred sometime before the Supreme Court suit, and twelve years before the Mofussil suit. The latter suit held to be barred.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
20	1853	221 Feb. 17	Shahabad	Where notice of foreclosure was not complete or not regular, payment to the mortgagee of his balance after expiry of the term of notice does not render the mortgage an absolute transfer.
21	1853	859 Sept. 27	Moorshedabad	Case of mortgage, &c., carried on in Supreme and Mofussil Courts —Deverinne and Campbell, &c.
22	1854	281 June 21	Tirhoot	The notice of foreclosure need not be personal. 833, November 17, 1856, Sarun, where the defendants were, one in jail, another insane.
23	1854	343 July 19	Patna	
24	1854	511 Dec. 19	24-Pergunnahs	Notice of foreclosure to certain sharers sufficient, when the rest assent to the mortgage.
25	1855	57 March 1	Sarun	923, November 28, 1856, Dacca.
26	1855	432 Aug. 13	Shahabad	Law of limitation not applicable to claims of re-entry into property alienated by <i>zur-i-peshgee</i> deed.
27	1855	574 Dec. 4	24-Pergunnahs	The <i>onus probandi</i> as to usufruct in a suit of mortgage <i>versus</i> mortgagee, is on the latter.
28	1856	8 Jan. 14	Shahabad	Mortgagor during a suit for foreclosure, paying up Government revenue, if he lose suit, is entitled to refund.
29	1856	525 June 19	Sarun	A. in possession under mortgage by foreclosure is entitled to registrations in the collectorate. Conditions of a mortgage by <del>A</del> must, on his decease, be carried out by his sons before they can sue to reverse an absolute sale by their mother, A.'s widow.

30	1856	942 Dec.	3	Sarun	An express contract by A. mortgagor to B. mortgagee, not to transfer his estate before full payment of loan, does not bind A. from transferring it, subject to the mortgage to B. A mortgage continuing a previous mortgage for security of an unliquidated balance has priority of a <i>new</i> mortgage of the same estate.
31	1856	948 Dec.	5	Nuddea	An absolute transfer to a mortgagee by the mortgagor who thus parts with his equity of redemption, will bind any prior mortgage to another party; but will shut out a subsequent one of the same estate, as much as would a decree of foreclosure. Notice of foreclosure needs not to be personally served; and may be given to mortgagor or his legal representative; a second mortgagee is not such a party. Personal service of a notice of foreclosure is unnecessary.
32	1857	224 Feb.	17	...	...
33	1857	503 March	31	...	...
34	1857	1232 July	14	...	...
35	1857	1512 Oct.	26	...	...
36	1858	9 Jan.	11	Bhaugulpore	Example of application of the law of mortgage, XVII. 1806. Distinction between a sale of lease and mortgage. As between mortgagor and mortgagee, the latter is bound to show and verify accounts of his usufruct. A. purchased property benamée and mortgaged it to B., executing an <i>ikranamah</i> as basis and proof of his benamée purchase in collusion with C. and D. When B. sued A. for possession, A., on one side, though he had once proclaimed benamée purchase, now receding from that statement, and C. and D. on the other professed to be real purchasers and mortgagors,



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
37	1858	166 Feb.	Sarun	A, C. and D. held to be neither mortgagors nor representatives of them, and disentitled to redemption ; B. entitled to possession and mesne profits. An ousted usufructuary mortgagee being a conditional holder, must sue for recovery of possession, not of his loan.
38	1858	1176 June	Sarun	A. mortgaged village B., then village C., then sold up B. The mortgagee of B. was entitled to recover his advance from either C. or B.
39	1858	1725 Nov.	...	Plaintiff sued for possession on a right of pre-emption, assuming the property to have been sold by one Jobraj to Gopal Lall. Petitioners also were defendants as being in possession under an alleged mortgage title in their favor. Defendants, petitioners, contend that the ancestor of Jobraj, so far back as 1818, sold the property absolutely to Raghoonath, who re-sold to Nowell and Co., which firm took from them Rs. 2,101, and mortgaged the property to them as collateral security. The sudder ameen decreed in plaintiff's favor ; and the principal sudder ameen, on the appeal of petitioners, held them incompetent, as mortgagees, to dispute the question of proprietary right involved in the controversy between the shuffa and the recent purchaser Gopal Lall. He therefore upheld the sudder ameen's decision, declaring plaintiff competent to take

possession, after satisfying the mortgage held by petitioners by payment to them of Rs. 2,101, the principal sum originally lent.

Held, on special appeal, that the decision of the lower Court provides for all the legal requirements of petitioners; and as the proprietary right is vested in the plaintiff, he is entitled, under Section 3, Regulation I. 1798, to be put in possession on payment of the principal lent, and under no circumstances can a mortgagee in possession claim to hold on after such payment.

Special appeal rejected, with costs.

Usfructuary mortgage must be distinguished from a lease on loan burdened with a rent.

## NANKAR.

Government resuming some nankar, when the proprietors would not appear, settled with the mookurreedars, who, under a grant dating more than 172 years back, had been ever since in possession. This grant did purport to convey a conditional tenure, the condition being to maintain the nankar. And the latter party relinquished claim to the continuance of their mookurrree jumma, and asked for possession at the new Government jumma. Still the Court deemed them to hold a prescriptive right to their ancient possession, classing them as istemrardars under Section 19, Regulation VII. 1793, and pottah talookdars under Section 49. The maliks were not entitled to eject them nor to take settlement; and, therefore, not to recover mesne profits.

40	1858	1840 Dec. 27	Shahabad	
1	1849	47 March 1	Tirhoot	

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
2	1852	710 July 22	Chittagong	... Nankar created since the decennial settlement in an estate which is sold for arrears, is voided. The case, however, was really one of mere boundary and consequent right of settlement.
3.	1856	185 March 15	Sarun	... A <i>nankardar</i> proprietor receiving pension of Government obtained order for deduction of the equivalent of pension from the jumma. On his falling into arrears, the purchaser of the mehal was not liable to pay him <i>nankar</i> .
4	1857	866 May	...	... Assignment on a <i>nankar</i> is not a pension, nor affected by Regulation XXIV. 1793.
5	1857	1520 Oct. 26	...	... Before resumption, a certain <i>nankar</i> estate paid a <i>peshkush</i> or quit rent to the <i>zemindar</i> . After resumption, such payment must, except under special engagements, cease. And still less can a farmer, under Government, be entitled to what the collector could not realise, a sum over and above the settlement jumma.
6	1858	783 April 24	Sarun	... A deduction from sudder jumma on account of <i>nankar</i> is permanent.

### NON-SUIT.

(See also BOUNDARY, STAMP, VALUATION, POSSESSION.)

1	1849	4 Jan. 8	Rajshaye	... A defendant is not entitled to non-suit where plaintiff is allowed by the Court, before the pleadings are completed, to cure under-
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2	1849	Feb. 36	Dacca	...	valuation of suit by a supplementary plaint ; nor even where those conditions are not fulfilled will he be so, unless he have lodged summary appeal against admission of such supplement. If two or more joint sharers make over their estate in mortgage, and the mortgagee, with view to acquire proprietorship, serve notice of foreclosure on one only or on not all of the sharers, a suit brought by him to gain possession, &c., must be non-suited
3	1849	April 26	Tipperah	...	On appeal from an order of non-suit, the appellate judge, if he think the suit wrong, may not decide on the merits ; he must remand.
4	1849	May 135	Bhaugulpore	...	A claim for wasilat deficient in precision under Section 3, Regulation III. 1793 in not specifying amount and payment of the requisite fees, should be non-suited, not rejected nor affirmed.
5	1849	May 144	Dacca	...	An action for wages due for collecting rents of minor's estate, not in including the receiver as well as guardian as a party should be non-suited.
6	1849	May 161	Purneah	...	Where in an appeal it is seen that grounds for a suit at all being supposed to exist, non-suit, and therefore remand for that purpose, would be the proper order ; but, in fact, there are no grounds at all for a suit, and that it must necessarily be ultimately dismissed ; it is competent to it to decide the suit accordingly without any remand.
7	1849	June 246	Dacca	...	Non-suit on account of misjoinder of claims in one suit is not imperative. Where A. claimed land as his <i>ryuttee hawalah</i> , and B. as his <i>pattahdaree</i> from the talookdar, a suit by A., without making the talookdar a party, or without claiming right of possession as

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
8	1850	73 March 27		well as value of produce during dispossession, should be non-suited.
9	1850	111 April 16	Mymensing Jessore	A non-suit will lie, where a party ought clearly to have been made a defendant, and was not. As where A., a proprietor of an estate, sues B. for possession, and B. claims to hold it of C., a neighboring landholder, A. must include C. as a co-defendant, or will be non-suited for defect of parties.
10	1850	125 April 18	Sarun	A supplement to a plaint, supplying omitted specification of boundaries may not be filed after completion of pleadings : such suit should be non-suited.
11	1850	341 July	Patna	20, January 15, 1252, Purneah.
12	1850	391 Aug. 5	Dacca	Non-jurisdiction necessitates a non-suit. Where A. claims julkur pertaining to his mehal, and B. and his co-sharers claim it as pertaining to their mehal, non-suit will lie, if A. do not make all B.'s co-sharers co-defendants, though B. only may have disposed him ; for title is in dispute.
13	1850	436 Aug. 27	24-Pergunnahs	A double claim, or misjoinder of claims or parties, must be non-suited.

14	1850	457	2	Nuddea	...	A plaint concerning distinct acts at distinct periods on distinct grounds,— <i>e. g.</i> ouster, and withholding possession,—against distinct parties,—non-suited, as multifarious. So where a suit for possession was conjoined with one for rent. But suit for possession can be joined with one for right of assessment. 745, December 11, 1851, Hooghly. 686, July 15, 1852, Midnapore. 724, July 26, 1852, Sarun. 118, January 27, 1853, Hooghly.
15	1850	523	25	Midnapore	...	
16	1851	39	23	Rajshaye	...	
17	1851	43	28	Behar	...	
18	1851	417	7	Furreedpore	...	An order of non-suit by a lower Court cannot be altered to one of dismissal or decree by an Appellate Court. If the order be wrong, the case must be remanded. A suit being improperly divided into two or more suits, instead of being confined to one action, would rightly incur non-suit. But given distinct transactions as respects the parties, the years, and the subject of suit, there cannot be upon them a single action. <i>Confer.</i> 875, August 30, 1852, Dinajpore. 256, February 28, 1853, Dacca. 593, July 5, 1853, Dacca. 28, January 12, 1854, Patna. 424, May 19, 1856, Patna.
19	1851	497	13	Dinajpore	...	In actions properly to be non-suited, no distinctions may be drawn of governing claim to be retained and adjudicated, and incidental claim to be withdrawn from the suit. 558, July 28, 1853, Burdwan. 723, August 15, 1853, Bancoorah.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
20	1851	709 Dec.	Burdwan	A suit, ostensibly for rent, but really for declaration of title, should be non-suited.
21	1852	33 Jan.	Dacca	1001, December 16, 1856, 24-Pergunnahs. Non-suit is a wrong order in a suit by A., landholder or farmer, against B., a ryot for <i>arrear of rent</i> , passed merely because C., another landholder or farmer, is not made defendant.
22	1852	49 Jan.	Tirhoot	Examples of limited dismissals of suits for want of stamp carrying the consequences of non-suit only.
23	1852	146 March	Bhaugulpore	86, January 24, 1853, 24-Pergunnahs.
24	1852	359 May	Behar	Non-suit, being a <i>final</i> order in the cause, may not be passed before summons of the respondents or defendants.
25	1852	430 May	Cuttack	Where A. allowing $7\frac{1}{2}$ annas of the property to have been already sold to C., sued B. for 12 annas of it, non-suit followed.
26	1852	449 May	Shahabad	A suit is not multifarious, because it combines a claim for possession with an enquiry into the validity of a title set up by the opposite party.
27	1852	686 July	Midnapore	118, January 27, 1853, Hooghly.
28	1852	605 June	Moorshedabad	Where A. and B. file suit; and one turns round, and denies giving authority to the other to sue, and claims all the matter disputed, order of non-suit will properly follow: and being grounded on defect of right to sue, may not be open to summary appeal. Orders of non-suit are open to summary appeal: for <i>defect of boundaries</i> .

29	1852	738	July 27	24-Pergunnahs	...	613, June 24, Sarun. Or <i>defect of parties</i> , 614, June 24, Rungpore. Though it be after pleadings, 616, June 24, Moorshedabad. 622, June 24, Behar. Or about valuation, 620, June 24, Patna. Such appeals may not be on points opening up merits of a case.
30	1853	125	Jan. 13	Rajshaye	...	615 to 621, June 24, Shahabad. A suit for arrears, and to eject alleged tenants at will, is no misjoinder.
31	1853	897	Sept. 1	Hooghly	...	Suit for past rents at fixed rates, and right to enhance, not multifarious.
32	1854	55	Jan. 23	Patna	...	From order of non-suit in a regular case after trial summary appeal does not lie.
33	1854	155	April 13	Nuddea	...	Over valuation affecting jurisdiction, a ground for non-suit.
34	1854	507	Dec. 13	Tipperah	...	A claim for possession, for wasilat, and for arrears of rent, may not be multifarious.
35	1855	125	March 28	24-Pergunnahs	...	Suit for money before it is due to be non-suited.
36	1856	8	Jan. 14	Shahabad	...	A defendant cannot appeal summarily to procure an order of non-suit, Sections 3, 9, 10, Regulation XXVI. 1814 point out his remedy after an order of non-suit.
37					...	Where A, in possession by foreclosure, sued for mutation of names, which brought into issue every point necessary in a suit to establish possession under mortgage, it was wrong to non-suit him, because he did not sue in the latter form.
38	1856	547	June 26	Tipperah	...	Defect of stamp is a ground for non-suit.



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
39	1856	773	Tirhoot	In all cases where ground for special appeal exists, order of non-suit may be appealed against.
40	1856	Aug. 29 782	...	Non-suit will lie, when A. makes C. defendant as well as B, in order merely to deprive B. of C's evidence.
41	1856	Aug. 30 793	Sylhet	New matter brought into a supplemental plaint necessitates non-suit.
42	1856	Aug. 14 798	Patna	Suit upon one deed attempted to be supported by proof unconnected with or distinct from it, or contrary or belonging to another, may be properly subject to non-suit.
43	1856	Nov. 3 830	Tipperah	A claim for arrears of rent, and for enhancement of putnee rent is multifarious; a claim for enhancement and rents subsequent under that right is not so.
44	1856	Nov. 12 1055	Mymensing	A. entitled to sue joined with B. not so entitled. This was not a misjoinder.
45	1857	Dec. 24 574	Tirhoot	A suit to reverse a summary award and a sale is not multifarious, when the sale is consequent on the award.
46	1857	April 14 838	...	A suit against a partner in trade and debtors of the firm is subject to non-suit for misjoinder of parties.
47	1857	May 16 1059	...	Objection of multifariousness not being in lower Court cannot be considered in appeal.
48	1857	June 20 1571	...	Misjoinder of claim is an error within the meaning of Act IX. 1854.
49	1857	Nov. 2 1633	...	The cause of action not being clearly set forth subjects to non-suit.
		Nov. 18	...	...

50	1858	103	Jan. 30	Purneah	...	Indistinctness is a ground for non-suit.
<p style="text-align: center;"><b>P O S S E S S I O N.</b> (<i>Vide also</i> BOUNDARY, NONSUIT, AND PROPRIETARY RIGHT.)</p>						
1	1849	1	Jan. 86	Mymensing	{	The actual existence and identity and limits of lands should be ascertained on a suit for possession thereof, before a decree for possession may be passed.
2	1849	86	March 29	Rajshaye		
3	1849	9	Jan. 8	Hazareebagh	...	That A. has been in possession of land for thirty years, and his father before him for forty years, does not of itself create a right to possession through A.'s life-time.
4	1849	36	Feb. 15	Dacca	...	If two or more joint proprietors make over their estate in mortgage, and the mortgagee, with view to acquire proprietorship, serve notice of foreclosure on one only or on not all of the sharers, a suit brought by him to gain possession, &c., must be non-suited.
5	1849	23	Feb. 24	24-Pergunnahs	...	In a suit by A. for recovery of advance on account of B.'s share of Government revenue, proof of possession by B. of the share of the estate for which advance was made is necessary.
6	1849	89	March 31	Burdwan	...	Where A., the Rajah, averred an original and exclusive right to land as his ancestral lakhiraj, held by B. upon a mookurrree tenure, which B. had converted into his alleged dewuttee and mohuttran land on the strength of sunnuds and decree of Court; A. could not afterward rest his claim upon presumptions of purchase or other mode of acquisition.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
7	1849	333 Aug. 8	Beerbhoom	Where A. claims land as part of his mal zemindaree purchased at revenue sale, and B. in possession resists on the ground that it is his mookurruee, it is erroneous to adjudicate upon the question whether B. is entitled to keep possession on a mookurruee tenure, or whether A. may enhance his rent. The point for decision is, whether the land is or is not a part of A.'s zemindaree, and A. entitled to possession.
8	1850	111 April 16	Jessore	As where A., a proprietor of an estate sues B. for possession, and B. claims to hold it of C., a neighboring landholder, A. must include C. as a co-defendant, or will be non-suited for defect of parties.
9	1850	200 May 14	Behar	With reference to <i>such</i> a share of the rents of a mehal as constitutes <i>malikana</i> , claim to hold land proportionate to it is untenable.
10	1850	245 May 29	Behar	A childless widow relinquishing her husband's estate to her brother-in-law and his heirs on his death, without issue, his wives must be held his heirs during their life-time, and trustees for ultimate heirs, and entitled to retain possession against the said widow.
11	1850	260 June 5	Sarun	Where A. receives possession of a tenancy, he cannot be sued, as a co-sharer or other party in a Civil Court for registration before he has first applied to the collector for registration and been then opposed.

12	1851	110 Feb.	26	Nuddea	...	A suit for possession must not be misjoined with a suit for arrears of rent, or for assessment. A suit to recover possession with wasifat from a lessee, who holds over beyond the term of his lease, must not be misjoined with a suit to declare proprietary title against other parties, claiming it in the lands leased. But this does not prohibit the joining these parties as co-defendants in the suit against the lessee; it rests with them to urge and prove their objections as against the claim by the lessor on the lessee, and to state their own claims. 246, June 21, 1849, Dacca. 181, April 1, Rajshaye. 221, April 15, Shahabad. 481, August 5, Hooghly.
13	1851	295 May	6	Nuddea	...	A party contesting an Act IV. decree in the Civil Court cannot sue for possessory title merely, but for his entire right, title, and interest in the subject of dispute. An ameen's report attested on oath is evidence.
14	1852	275 April	15	Sarun	...	Possession cannot be awarded to A. of a highway or a public ferry.
15	1852	402 May	13	Hooghly	...	Where the right to hold property under Act XIX. 1841 cannot be discovered, actual possession is the proper guide to determine claim for rent.
16	1853	377 March	24	Rajshaye	...	20, January 11, Sarun. 164, April 20, 1854, Mymensing.
17	1854	262 June	14	Midnapore	...	Mutation of names in collectorate register not sufficient proof of possession.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
18	1855	42 Feb. 14	Beerboom	Where A. admits B's title, but pleads possession, B. need not prove his own title if he can disprove A's possession, or A. cannot prove it.
19	1855	100 March 14	Chittagong	Nor when A. is in possession is he bound to prove his title before B. has substantiated his.
20	1856	8		474, May 31, 1856, Backergunge
21	1856	14 Jan. 30	Shahabad	1082, December 31, 1856, Jessore, on a ruling of the Privy Council.
22	1856	23 Jan. 399	Arracan	Confer 562, March 31, 1858, Purneah.
23	1856	12 May 431	Mymensing	1099, May 31, 1858, Dacca.
24	1856	21 May 1780 Dec. 8	Moorshedabad	A. in possession under mortgage by foreclosure can sue for mutation of names. Suit for possession of a fishing locality in the ocean cannot lie; but if there be a contract on the matter, suit for damages for breach of it will lie. A party in possession under award of the Criminal Court is not bound to prove his right to it in civil suit before the claiming party. Where A. as putneedar of B. sues C. to set aside an Act IV. decree, it is necessary that A. show B's title, under which A. holds, and show it, before C. is called to prove a superior title. Simultaneous issue of dustuk and proclamation is illegal.

25	1857	122	...	...	...	A mookurtree ayma is in possession of A., aymadar, who, colluding with B., file documents in Court, purporting that C., the zemindar or tenant of right, acknowledge A.'s proprietary and possessory title. Judgment for C. to recover.
26	1857	130	Jan.	28	...	When A. obtains decree against B., ostensible possessor, knowing that C. is the real party in possession, and then to execute a personal decree on B., seeks to sell C.'s property, he is disproving his own case.
27	1857	480	March	30	...	Registration on possession the collector always can effect; registration on title the Civil Court only may direct; and for this, application within twelve years of succession by inheritance or otherwise must be made, or twelve years from the time when the title was first assailed.
28	1857	956	June	1	...	Registry of a deed constitutes an issuing and uttering thereof.
29	1857	1324	July	27	...	Before waters reach a natural channel, any party can use as he pleases what he finds on his own land: after they reach such channel, he has no right so to use them as to prevent their use by any other party, through whose land the channel passes.
30	1858	543	March	31	Behar	Suit under peculiar circumstances for reversal of Act IV. decrees.
31	1858	1067	May	29	...	Suit being laid on a title created by an ikramnamah, to recover possession of certain land which the Criminal Court had awarded to defendant; the zillah judge declined to go into the question of right raised, because the plaint did not specifically require the order of the Criminal Court to be cancelled.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
32	1858	1551 Sept. 28	...	Held that the claim for possession brought the merits of the magistrate's order into issue, and that a prayer in the plaint to set aside that order was not necessary. A. obtained possession of lands under an Act IV. decree, B. obtained reversal of it in Civil Court, against whose judgment A. preferred appeal. During pendency of this appeal, B. cannot stay the Act IV. decree, or restrain A.'s rights in possession, but by execution of the civil decree.

## PRACTICE.

1	1849	31 Feb. 14	Backergunge	...	A finding by the Court admitting a special appeal on a law inapplicable to the case, does not preclude the Court from entertaining it under the law which is applicable.
2	1849	36—38 Feb. 15	} Dacca } Bhargulpore	{	But judgment ought to be confined to those points raised in the certificate of admission.
3	1849	78 March 28			A document sent in a private manner to the presiding officer in a Court is not a legal filing of it. Every paper filed must be in person or by vakeel in open Court.
4	1849	86 March 29	Rajshaye	...	A judge may not declare judicially that a party is entitled to bring up a suit <i>de novo</i> , nor point out the form in which to revive it, nor the proof to be brought.

5	1849	181 June	7	Behar	...	That is not a decree in the sense of Act XII. 1843, which does not purport to be a decision with the reasons thereof pronounced and signed at the time of pronouncing. The substance of it, even with the decretal order attached, and entered in an Yaddasht Bhye, is not a decree.
6	1849	198 June	13	Tipperah	...	Under Clause 3, Section 3, Regulation VI. 1832, one assessor is not sufficient.
7	1849	260 June	28	Dacca	...	The Suddur Court can, after reception of supplemental plaint for items of property sued for not included in the first plaint, remand a case for re-trial; but if it do not, separate suits for those items will be admissible.
8	1849	304 July	26	Tirhoot	...	Matter forming a new and distinct ground of action may not be brought into a supplementary plaint. Special appeal may not be admitted on a general undefined ground of objection to an entire decision. There must be specific reasons.
9	1849	320 Aug.	2	Nuddea	...	Where the averments were thus: A. pledged to B. a gold throne for Rs. 650 money received on bond; afterward B. sued A's heirs for the loan; but concealing the real transaction and real bond, substituted a fictitious bond; A's heirs represented such pleas, but could not prove it, and B. denied it in <i>totto</i> , and obtained decree; after this A's heirs sued B. upon the original case between B. and A., and obtained decree against B. for full value of the gold throne, without deduction of Rs. 650, of which themselves had acknowledged A's receipt, but B. depied payment; and B. then sued them for Rs. 650 and failed; held that the lower Court was right in rejecting B's



No.	YEARS.	PAGE AND DATE.	ZILLA.	ABSTRACT.
10	1849	334 Aug. 8	Jessore	suit ; because B. had all along denied the pledge, &c., because his suit virtually re-opened a question already decided in the suit by A.'s heirs ; and because the only proper course for B. to pursue was to pray for a review of the judgment in that suit.
11	1849	340 Aug. 9	Nuddea	" <i>Other cases</i> " in Section 7, Act I. 1846 mean miscellaneous suits.
12	1849	385 Sept. 10	Rajshaye	The Court have recognised champerty absolutely completed as illegal ; and cannot decree upon such engagements. 591, September 11, 1851, Cuttack. 437, October 25, 1854, Tirhoot.
13	1849	418 Nov. 1	Dacca	The Sudder Court will not interfere with any proceedings in execution of a decree of the Supreme Court by the sheriff of Calcutta, not even when a property about to be sold in consequence is protected by a prior decree of the Sudder Court, but unexecuted before that of the Supreme Court.
14	1849	421 Nov. 1	Hooghly	A vakeel filing separate answers, but of the same tenor, on behalf of two or more defendants, costs ought to be adjudged as for one vakeel only. 269, April 13, 1852, Tipperah. It is not open to the Courts to accept, in suits before them, offers made by defendants to surrender the matter claimed under special conditions. Either the parties must compromise in the regular way, or the defendant confess judgment unconditionally, or the Court decide judicially.

15	1849	427 Nov.	7	Mourshedabad	...	Where a magistrate insisted that the oath of the defendant herself, a <i>purda-nusheen</i> , who summoned the absconded witnesses, must be taken to prove that their evidence was material, and their arrest necessary, and refused to accept her agent's oath instead, it was held that the law did not specify whose oath must be taken; sufficient evidence on oath to that point is all that is required.
16	1849	431A Dec.	4	Furreedpore	...	Example of a wrongful admission by a principal sudder ameen of a supplemental plaint, so as to enhance the valuation of a suit, and stamp fee thereon, and bring the cause within the limits requisite for appeal to the Suddur, instead of the zillah judge.
17	1849	432 Dec.	5	Behar	...	An order in the miscellaneous department of the Suddur Court is always open to enquiry in a regular action.
18	1849	438 Dec.	6	Tirhoot	...	The Suddur Court can amend a certificate, admitting special appeal, on the point or points raised therein, but not on other points, even though they may arise, and be essential ones in the original cause.
19	1849	444 Dec.	12	Sarun	...	14, January 31, 1850, Patna. 99, April 4, 1850, Patna. 494, September 19, 1850, Patna.
20	1849	461 Dec.	18	Dinajpore	...	Ameens to be sworn to the truth of their reports.  The prohibitions of Sections 12 and 16, Regulation III. 1793, relate to re-institutions of the same identical suits previously disposed of by competent Courts, by the same parties, for the same property, and on the same grounds of action.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
21	1849	476 Dec. 20	Behar	<i>See Limitation.</i> 39, March 6, 1850, Patna.
22	1849	481 Dec. 20	Hooghly	58, March 19, 1850, Tirhoot.
23	1849	483 Dec. 24	Rungpore	117, April 17, 1850, Burdwan.
24	1849	480 Dec. 20	Mymensing	<i>See Limitation.</i> *
25	1850	37 March 5	Bhaugulpore	A decree does not necessarily rule the point or points involved in it in a suit where a fresh party is concerned. The act of a pleader, conducting a case generally, binds his client. The ground and character of an action may not be shifted and changed, so as to be of one sort in the original Court, and different in the Appellate. See example of a supplemental answer of this sort. 92, April 3, 1850, Sarun.
26	1850	41 March 12	Dinajpore	Issues must be drawn under Section 10, Regulation XXVI. 1814. And even though a respondent should have urged on the lower Courts its omission on this point, and been disregarded, and then should urge on the Appellate Court the hardship to him of a remand of the cause, yet, under the ruling of the Presidency Court, the Appellate Court will have no option, but to remand. Where order of the Sudkur Court is necessary to the cognisance of a suit (as for land in different jurisdictions), all proceedings prior to their order are illegal ; and on receipt of it must be re-taken <i>de novo</i> .

27	1850	53 March 14	Midnapore	... A respondent who has appealed may not re-open a case but on the point or points objected by the appellant.
28	1850	113 April 16	Rajshaye	279, June 10, Moorshedabad. ... A petition to correct error is not a supplement under Section 5, Regulation IV. 1793. Nor is it of any weight, nor yet to be filed with the cause, except it have received order admitting it on proof of error from mere inadvertence. A co-defendant is in no way bound to make his co-defendants to be respondents to his appeal.
29	1850	125 April 18	Sarun	463, June 7, 1852, Mynensing. ... A supplement to a plaint, supplying omitted specification of boundaries may not be filed after completion of pleadings. Such suit should be non-suited.
30	1850	120 April 18	Furzedpore	20, January 15, 1852, Purneah. ... From an order of dismissal on default under Act XXIX. 1841, summary appeal only may lie.
31	1850	121 April 18	24-Pergunnahs	An order under Act IV. 1840 is no bar to a contrary order in regular suit.
32	1850	129 April 20	Jessore	... A second supplement is to be regarded as nothing at all.
33	1850	155 April 27	Burdwan	583, September 9, 1851, Behar. ... A nazir or serishtadar may not be employed on duties enjoined by the law to be done by ameen; and has not power to examine on oath.
34	1850	251 June 4	Hooghly	359, July 16, Behar. 309, May 7, 1851, Nuddea. ... Under Section 6, Act VII. 1841, examination of an absent witness, residing within the jurisdiction of the Supreme Court, must be taken by a Court of Requests.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
35	1850	256 June 4	Rajshaye	It is the Courts of first instance only that can fine for litigious plaintiffs.
36	1850	405 Aug. 15	Patna	Parties made defendants merely by act of the Courts, are not parties within the suit, and cannot be affected by the decree passed.
37	1850	429 Aug. 26	Tirhoot	A party is at liberty to plead in a civil suit contrary to a previous judgment of a Criminal Court, which, however, will be allowed its due weight.
38	1850	461 Sept. 3	Bancoorah	An opinion of the Sudder in a remand case does not bind any Court passing a subsequent decree.
				The error in a plaint, which may be corrected by a supplementary one, is such as evidently arose from a mere inadvertence; and proved to be such.
				See an important instance.
				647, July 25, 1853, Hooghly.
				705, August 10, 1853, Hooghly.
				34, January 20, 1851, Rajshaye.
				As to supplemental answer.
				507, August 19, 1851, Chittagong.
39	1850	503 Sept. 23	Sudder	On an equal division of opinions in the Sudder, reference made to Agra; and the opinion of the majority of the two Courts adopted.
40	1851	36 Jan. 23	Hazareebagh	Where the Governor General's agent rules that a case is not disposable under special rules of Government, it must be decided upon its merits.

41	1851	59	4	Dacca	...	A technical defect in a suit, pleaded for the first time when in appeal before the Suddur, may be then considered or not, as may appear equitable. Defect of stamp is a violation of substantive law, and at any stage must be fatal.
42	1851	125	5	Bhaugulpore	...	What constitutes the correct principle to judge of the sufficiency of issues and proceeding under Section 10, Regulation XXVI. 1814. 407, June 30, Tirhoot.
43	1851	140	12	Rajshaye	...	For want of which, case should be remanded. Objection to pauper plaint must be made in the original Court. An issue answered by plaintiff and not re-answered by defendant in rejoinder is an issue settled.
44	1851	166	31	Midnapore	...	A suit in <i>forma pauperis</i> being rejected, appeal upon proper stamp must be made within the usual time. Appeal can lie upon rejection only, not on an admission. 610, June 17, 1852, Shahabad.
45	1851	188	2	Behar	...	In appeal a technical defect taken up by lower Court being over-ruled, the case should be remanded for trial on the merits. 803, August 3, 1853, Jessore.
46	1851	212	14	Bhaugulpore	...	So also generally any point considered by lower Court being disposed of in appeal, if a new point arises, it should be referred to the original Court for disposal.
47	1851	214	14	Behar	...	The character of parties to a suit having been allowed by a lower Court to be shifted, &c., and judgment passed thereon, it is open to the discretion of the Appellate Court, whether to overlook the irregularity, &c.
48	1851	279	24	24-Pergunnahs	...	Proper practice for striking off cases filed by a party <i>in person</i> is to summon him thrice at intervals of a week.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
49	1851	280 April 24	Bancoorah	The proper course under Act IX. 1839 on the suit of a pauper.
50	1851	281 April 24	Furreedpore	Under the conditions of Clause 2, Section 18, Regulation XXVII. 1814, striking off cases, where the room of deceased vakeels is not supplied, is imperative.
51	1851	282 April 24	Patna	On the use and effect of the words " <i>vagheira</i> ," " <i>prabhit</i> ," " <i>digor</i> ."
52	1851	285 May 1	Hazareebagh	425, July 8, 1851, Tirhoot.
53	1851	385—9 June 16	Tirhoot	Judicial cognisance cannot be taken of any proceeding against a sudder judgment, but an order on review; a letter of the registrar <i>e. g.</i> is insufficient.
54	1851	422 July 7	24-Pergunnahs	Co-plaintiffs and co-defendants must all be represented through every stage of a case to decree, and may not withdraw. 505, June 14, 1852, Purneah. 511, June 6, 1853, Midnapore.
55	1851	459 July 24	Sarun	A <i>paupe's</i> special appeal to the Sudder should be examined at first so far only as to judge whether there be probable grounds for its admission. And if so, then to enquire into the facts of pauperism, &c.
56	1851	484 Aug. 7	Backergunge	The correct practice pointed out of filing plaints duplicate, " <i>urzee moorwana</i> ," and supplements, " <i>tutumnah</i> ." A special appeal may not lie on the ground of absence or insufficiency of the <i>issue</i> proceeding, when that was not questioned in lower Court. 580, September 9, 1851, Furreedpore.

57	1851	524 Aug.	26	Cossiah	...	Act IV. 1850 does not apply to Non-Regulation districts. Non-jurisdiction, on the ground of defendant being a British subject, (Acts XI. 1836 and VI. 1843) is a material issue. Ameens cannot administer oaths.
58	1851	535 Aug.	28	Rungpore	...	
59	1851	549 Aug.	28	Hooghly	...	"Summary" appeals lie from orders in cases which have been investigated, not in cases rejected for some informality.
60	1851	597 Sept.	11	Tirhoot	...	A point in a certificate admitting special appeal is not to be considered, if it was not urged in the petition ; nor one that is not a point of law arising out of the record. Every remand, though on one point only, re-opens the entire case ; and lower Court may alter its whole judgment.
61	1851	627 Sept.	18	Backergunge	...	One co-plaintiff or co-appellant cannot carry on any part of a case as for himself only. 656, November 18, Beerbhoom. 609, June 17, 1852, Backergunge. 130, January 27, 1853, Bhaugulpore. 202, February 10, Rajshaye. 234, February 21, Sarun, &c., &c.
62	1851	643 Sept.	10	Nuldea	...	The application under Act XIX. 1841 may be made by an agent ; the solemn declaration must be made by the principal, in person, in Court ; or in the case of persons of rank, to commissioners of the Court.
63	1851	725 Dec.	9	Burdwan	}	On every renewal of application to sue in <i>forma pauperis</i> , pauperism must be proved by the plaintiff.
64	1851	803 Dec.	31	Behar		



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
65	1851	801 Dec. 30	24-Pergunnahs	Cause being shown, boundaries may be filed after <i>plaint before</i> answer.
66	1852	67 Jan. 21	Suddur	43, January 11, 1853, 24-Pergunnahs.
67	1852	71 Jan. 15	...	Long standing precedents, judicial, ought not to be interfered with, but on proof that they are contrary to law or principle of law.
68	1852	75 Feb. 4	Nuddea	Principal sudder ameenus can punish resistance of judicial process. Regulation IV. 1793 and IX. 1799. - All pleas in bar must be preferred and argued before any one on the merits may be heard.
69	1852	97 Feb. 12	Moorsheadabad	842, August 23, Hooghly.
70	1852	156 March 10	Tipperah	463, June 7, Mymensing. 608, June 17, Bhaugulpore. 202, &c., 1853.
71	1852	166 March 11	Sarun	829, November 12, 1856, Sylhet, &c., &c. On second pleading, or supplemental <i>plaint</i> . An order on appeal, which reverses a decree against one appellant, will benefit all other defendants, though not appealing, who derive their title from him. There is no <i>loc</i> prohibiting supplemental <i>plaint</i> after pleadings ; but the Appellate Court should not hear objections to its receipt if objection was not raised in the Court below, What proof

72	1852	178	Furzedpore	...	parties must produce may not be particularized in Section 10 proceedings; but only the points on which proof must be brought.
73	1852	March 16 217		...	A petition to include extra defendants is not necessarily a supplemental plaint.
74	1852	March 21 219	Mymensing	...	A judge cannot, on any ground, decline to decide between claimants for certificate under Act XX. 1841, and grant it to one of them.
75	1852	March 31 351	Backergunge	...	Against order to stay alienation of property, <i>pendente lite</i> , summary appeal lies.
76	1852	April 22 375	Hooghly	...	A summary order of a judge, reversing a principal sudder ameen's order of non-suit, is appealable specially to the Sudder.
77	1852	May 6 499	Tipperah	...	Though a party make some persons defendants improperly, the case can still be decided as to those who are made so properly.
78	1852	June 10 605	Beerbhoom	...	Judgment of a lower Court, under a misdirection of the Sudder on remand, open to special appeal.
79	1852	June 17 590	Moorshedabad	...	Order on costs not open to summary appeal.
80	1852	June 30 658	Behar	...	1074, November 25, Baucoorah.
81	1852	July 8 690	Sarun	...	And an Appellate Court may, no fraud appearing, remand a case which has been rejected for such defect.
82	1852	July 15 827	Mymensing	...	When pleaders argue points not entered in the certificate of admission of special appeal, the appeals will be dismissed.
83	1852	Aug. 19 847	Mymensing	...	That an issue has not been objected to by a party in lower Court, or even that it has been given in his favor, is no bar to his questioning it in special appeal.
		Aug. 24	Moorshedabad	...	Application of Act VI. 1843, circular order June 14, 1839.
				...	A decree need not be set aside for informality, not involving substantial injury to any party.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
84	1852	867 Aug. 26	Tirhoot	{ Fines under Clause 10, Section 3, Regulation XXVI. 1814 for litigious appeals, apply to summary, not regular appeals. 279, March 3, 1853, Patna.
85	1852	1037 Oct. 4	Furreedpore	
86	1852	955 Sept. 16	Behar	Review of judgment by sudder ameen and moonsiffs.
87	1852	1141 Dec. 23	Tirhoot	From an order rejecting summary appeal no special appeal lies. 128, January 13, 1853, Rajshave.
88	1853	115 Jan. 27	Tirhoot	There can be special appeal upon the record. 363, March 29, Kamroop. 65, February 9, 1856, Shahabad.
89	1853	204 Feb. 10	Dacca	Case where one defendant would correctly have made a co-defendant a respondent in his appeal. And where not. 334, March 21, Tirhoot. 189, April 27, 1854, Sarun. 194, Jessore.
90	1853	337 March 22	Jessore	Case of plea of defect of parties received, because apparent in the depositions of witnesses, who mentioned death of a necessary party in the cause.
91	1853	433 April 28	Mymensing	A "public record their" may be considered in appeal, though not produced or mentioned in lower Court.

92	1853	812	Patna	5	Sept.	Against a party confessing judgment decree <i>must</i> pass. But it must be a clear confession.
93	1853	600	Dinajpore	7	July	190, April 27, 1854, Hooghly.
94	1853	682	Nudlea	4	Aug.	911, November 28, 1856, Shahabad.
95	1854	61	Midnapore	26	Jan.	930, December 1, 1856, Behar. 1043, December 23, 1856, Shahabad.
96	1854	134	Burdwan	23	March	It would be a shifting of argument if A. first pleaded that his tenure was valid lakhiraj, and finding that point untenable, then claimed it on prescriptive right of long possession rent-free.
97	1854	135	...	...	March	Appeal lies from judge's dismissals of ministerial officers.
98	1854	277	Behar	20	June	Amount in appeal, whatever was that of original suit, must be Rs. 10,000 to admit of an appeal to the Privy Council.
99	1854	280	Backergunge	21	June	An order of miscellaneous judge does not bind a full bench.
100	1854	316	Mymensing	26	June	When a case is remanded all the parties, whether appealing or not, must share its benefits.
101	1854	431	...	10	Aug.	The judges of the Suddur, who passed judgment, admitting review thereof, other judges cannot decide the case again upon the merits.
102	1854	487	Jessore	6	Dec.	But decision of a judge, who has quitted the bench, can be reviewed, if two judges concur. Resolution July 28, 1854. Forgery is a matter of fact to be decided by lower Court; not cognizable in special appeal; but regular. 496, December 11, Moosbedabad; and page 529.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
103	1854	526	...	...
104	1855	Dec. 4	Chittagong	A suit being dismissed not on its merits may be brought up again.
105	1855	Jan. 3	Midnapore	Ruling on Regulation VII. 1832, Section 46, Regulation XXIII. 1814.
106	1855	March 26	24-Pergunnahs	Summary appeal is open to plaintiffs only.
107	1855	July 10	Moorshedabad	Case against a pleader for neglect of his client.
108	1856	Aug. 1	...	On <i>obiter dicta</i> ,—no special appeal.
		291	...	561, December 4, Cuttack.
		April 18	Purneah	Costs for all stages, in original and Appellate Courts, should be provided for by deposit of security on part of a party resident in foreign soil. Act XV II. 1841, Act III. 1845, Regulation XIV. 1829. Failure to deposit is a default.
				Confer 730, April 19, 1856, Dacca.
				1369, August 4, 1858, Patna.
109	1856	291	...	Held unanimously, that Act XVII. of 1841, and Act III. of 1845, vesting the Court of appeal with a discretion to require or dispense with security for costs, ordinarily, do not apply to the cases of appellants resident within a foreign territory, from whom, under Section 2, Regulation XIV. of 1829, not only on prosecuting an appeal, but also on instituting or defending a suit, or defending an appeal, security must be required and given previously to his being heard in the matter.
		April 18	Purneah	

Held by a majority of the Court, the third judge dissenting, that the failure on the part of persons coming within the terms of Regulation XIV. of 1829, to give such security is a default within the meaning of that term, as used in Act XVII. of 1847, and consequently can be cured by a subsequent act of the opposite party.

Held, that a party is not entitled, as against his former principal, to a set-off in account, for disbursements made by him during the period of his agency, from moneys reduced to possession *subsequent to the termination of his agency* by an unauthorised act of his; in the present instance, moreover, the Court was of opinion, that (defendant) appellant had not proved the re-payment of any portion of the sum of which he had wrongly become possessed to a servant of the (plaintiff) respondent, as pleaded by him.

There is nothing to prevent a pleader, who has acted for A. against B, from supporting B. against A. in one and the same cause coming before the Court a second time.

A. coming in as a party to a case as heir to B, his father and deceased party to it, must appear on precisely the very title on which he sued.

Whether co-defendants be made respondents or not, an appellant must be heard on the merits of his appeal.

An ex-parte judgment defendant appealing on the record, cannot adduce matter not in the record as it stands.

An objection not involved in the appeal must be advanced by respondent in a separate appeal, as ruled in 1855.

110

1856

399

May

12

Mymensing

111

1856

429

May

21

Behar

112

1856

430

May

21

Behar

113

1856

576

July

16

Chittagong

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
114	1856	579 July 18	Bhaugulpore	<p>Act IX. 1854 applies to defects of <i>procedure</i> only ; and to Appellate Courts only.</p> <p>765, August 29, Tirhoot.</p> <p>880, Nov. 24, Sarun.</p> <p>931, Nov. 13, Tirhoot.</p> <p>1060, December 24, Tirhoot.</p> <p>156, February 1, 1858, Patna.</p> <p>341, March 2, 1858, Jessore.</p> <p>1208, June 30, 1858, Patna.</p>
115	1856	271 April 16	Bhaugulpore	
116	1856	630 July 25	Nuddea	
117	1856	673 July 31	...	
118	1856	679 July 30	Suddur	
119	1856	845 Nov. 18	Dacca	<p><i>Dusburdares</i> not valid till perfected by plaintiff's acknowledgment and Court's sanction.</p> <p>A single judge, differing from a ruling by three, cannot refer it to a bench of five. It may be referred to one of three, and by them to a full Court.</p>
120	1856	884 Nov. 25	Midnapore	<p>Notice of death of a party in a suit must be made distinctly (and in writing), and before conclusion of trial as well as before judgment.</p> <p>There must be personal summons on plaintiffs ; else the penalty for their non-attendance of dismissal of suit without appeal will not be incurred. Act XIX. of 1853.</p> <p>See 1, January 4, 1858, Maunbhoom.</p>

121	1856	935 Nov. 13	Bancoorah	...	No appeal lies from order summoning a party for examination. Section 39, Act XIX. 1853.
122	1856	1034 Dec. 22	Purneah	...	Strict terms of a decree may, with consent of all parties, be modified.
123	1856	1067 Dec. 29	Burdwan	...	On notices under Regulation XXVI. 1814 after Section 10 proceeding.
124	1857	200 Feb. 11	...	...	Pleaders have no lien on sums realised by execution of their clients' decree.
125	1857	309 Feb. 28	...	...	A judgment in review, setting aside a decree as an error, annuls every act done in consequence of that decree.
126	1857	444 March 25	...	...	A special appeal being admitted on some of the points of appeal, as certified, other points raised in the appeal may also be adjudicated.
127	1857	557 April 8	...	...	A special appeal presented to the judge out of time is admissible in the Suddur under Clause 2, Section 7, Act XVI. 1853.
128	1857	788 May 12	...	...	In special appeal argument <i>may</i> be allowed on a point not raised in the pleadings.
129	1857	836 May 14	...	...	Appeal is not barred on the merits because of failure to attend, under Act XIX. 1853.
130	1857	1023 June 13	...	...	Review of judgment admitted to adjust date from which interest awarded should properly be reckoned.
131	1857	1320 July 27	...	...	Acts of public officers appointed by competent authority are valid, although there be defect in the officers disentitling their appointment. <i>Quod fieri non debet factum valet.</i>
132	1857	1371 July 31.	...	...	In Section 7, Act I. 1846 "other cases" refers to miscellaneous suits, and regular suits decided not on the merits.



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
133	1857	1442 Aug. 19	...	Mistake of jurisdiction is not an error covered by Act IX. 1854, and subjects to non-suit.
134	1857	1447 Aug. 19	...	A petition, acknowledging a debt, creates not a valid title for decree of the same.
135	1857	1487 Aug. 17	...	Pledgers can recover fees from paupers by regular suit only, unless appointed by the Court under Section 7, Regulation XXVIII. 1814.
136	1857	1799 Nov. 30	...	Clause 1, Section 46, Regulation XXIII. 1814 is not affected by Clause 3, Section 2, Regulation VII. 1832.
137	1857	1783 Nov. 26	...	Omissions or errors in pleadings cannot be rectified in appeal after legal term of appeal.
138	1857	1843 Dec. 19	...	Review granted (case of adoption,) for certain reasons.
139	1857	1903 Dec. 28	...	A proceeding under Section 10, Regulation XXVI. 1814 is necessary to a disposal of a question as to limitation.
140	1858	207 Feb. 11	...	Review admitted in a case between zemindar and putneedar, Do. do. do. lakhirajdar.
141	1858	403 March 11	...	Do. suit upon accounts, and negotiable instruments.
142	1858	535 March 27	...	See also 1241, July 8, 1858, Mymensing. -1536, September 24, 1858.

143	1858	627 March 31	...	...	...	<p>Held, that when the words used in Section 8, Regulation XVII. of 1806 are "within one year from the date of notification," the law supposes the date of notification and of its actual issue are identical; where they are not so, the Court's instruction as conveyed in its Circular No. 7, dated 9th April 1817, should be attended to, which directs that the date of actual issue, and not that on which the order was passed, shall be inserted in the process; in cases, however, in which the Court's orders are disregarded, the date of the actual issue of the perwannah containing the notification required by Section 8, Regulation XVI. of 1807, must be taken as the period from which the year of grace allowed to the mortgagor is to run.</p> <p>Held also, that on the principle laid down by the Court in its Circular Order, dated 1st March 1844, a principle which is applicable to all acts to which by law a condition as to time is annexed, the date of issue must be excluded from the calculation of one year, the period of grace allowed by law to the mortgagor.</p> <p>Held further, that if the year of grace expires on a Sunday or other holiday, the tender of the deposit in Court by the mortgagor on the following day is sufficient under the law.</p> <p>As in the present case, applying the law as above laid down, the deposit was made within the period allowed by law, the special appeal is dismissed, with costs.</p> <p>In a case where the same subject matter was in suit, viz. whether defendant's jalsasin deed was or was not valid, and if valid, whether it did not exempt defendants from plaintiff's claim,</p>
144	1858	968 May 10	...	...	...	

## ABSTRACT.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
145	1858	1168 June 23	Nuddea	the land in dispute being the same, held that Section 16, Regulation III. of 1793 barred the suit. It was observed that the case was one under Section 44, Regulation VIII. of 1793, and similar to that of Sheikh Kadir, page 74, Suddur Dewanny Adawlut Decisions, 14th February 1856.
146	1858	1171 June 24		An interval of two years between a non-suit in a case to reverse a summary, and a second suit for the same, is a ground of dismissal.
147	1858	1419 Aug. 10	24-Pergunnahs	Postponement of a suit founded on will for one year from date of notice to claimants unnecessary.
			...	The appeal preferred in this suit to the zillah judge was struck off, as the appellant had failed to complete the appeal by filing the grounds thereof, within the period fixed for an appeal from the decisions of moonsiffs.
			...	Held, first, in special appeal, that the law requires an appellant to disclose, either in the petition of appeal, or in the subsequent pleading, when that is permitted, the reasons for appealing from the judgment below; and, next, that in this case, as the zillah judge had allowed the appellant further time for filing his reasons of appeal, and after hearing had postponed the case, the appeal could not be afterwards struck off without trial.
148	1858	1477 Sept. 4	...	Review sued for on the grounds: <i>first</i> , that the date of notification, not that of issue, is, under Section 8, Regulation XVII. of 1806, the date whence the year of grace begins to run;

*secondly*, that if the date of issue be the proper date, that date should be included, and not excluded, from the calculation ; and, *thirdly*, that if the last day of the year be a holiday, the next day should not be allowed to enable the party to pay the deposit into Court, as the mortgagor had it in his power within the year, if he chose, to pay it into the hands of the mortgagee. Held, in accordance with previous rulings, that the date of actual issue is the date whence the year of grace runs, that the date of issue is excluded from the calculation of the year, and that, if the last day of the year be a holiday, the mortgagor is entitled to pay in the sum due on the following day.

Application rejected.

Case remanded for trial on the merits, with reference to the Court's precedent, 10th August 1858, (Hubeeboonissa's case,) relative to period allowed for appeals from the decisions of moonsiffs.

## PROPRIETARY TITLE.

Where the question of right of possession or cultivation, not a proprietary right, turned upon the credit to be given to the preponderating evidence of one party, circumstances indicating an intention on the part of one to overstep a line of demarcation mutually agreed upon by both, and to take pottahs from ryots settled on the opponent's side of the line, were taken as a just ground for deciding to which party the disputed ground belonged.

If two or more joint sharers make over their estate in mortgage, and the mortgagee, with view to acquire proprietorship, serve

149	1858	1679 Nov. 20	...	...	...	
1	1849	Jan. 13	Jessore	...	...	Where the question of right of possession or cultivation, not a proprietary right, turned upon the credit to be given to the preponderating evidence of one party, circumstances indicating an intention on the part of one to overstep a line of demarcation mutually agreed upon by both, and to take pottahs from ryots settled on the opponent's side of the line, were taken as a just ground for deciding to which party the disputed ground belonged.
2	1849	Feb. 36 15	Dacca	...	...	If two or more joint sharers make over their estate in mortgage, and the mortgagee, with view to acquire proprietorship, serve

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
3	1849	89 March 31	Burdwan	notice of foreclosure on one only, or on not all of the sharers, a suit brought by him to gain possession, &c., must be non-suited. Where A., the Rajah, averred an original and exclusive right to land as his ancestral lakiraj, held by B., upop a mookurree tenure, which B. had converted into his alleged dewutter and mohuttran land on the strength of sunuds and decree of Court. A. could not afterwards rest his claim upon presumption of purchase or other mode of acquisition.
4	1849	113 April 18	Mymensing	Where A. claims land as his <i>neejtalook</i> , the mere entry of it in the first quinquennial register will not prove the existence of the tenure at the decennial and permanent settlement. Proof that it was then waste, or <i>toofeer</i> , or that it bore no <i>jumma</i> , would destroy the claim to such title, and all presumptions derived from the entry. Further, to prove a right to the continuance of such title, it would be necessary to show that the land was held at a fixed jumma for twelve years prior to that settlement. A defendant, who admits plaintiff's ostensible title, must prove his own special plea for avoidance of it, which must be one, not in contravention of law, such as a benamsee title, in fraud of and unparticipated in by plaintiff.
5	1850	89 April - 2	Bancoorah	245, April 19, 1852, Nuddea. 974, September 21, 1852, Midnapore.
6	1850	111 April 16	Jessore	As where A., a proprietor of an estate, sues B. for possession, and B. claims to hold it of C., a neighbouring landholder, A. must

7	1850	125 April 18	Sarun	...	include C. as a co-defendant, or will be non-suited for defect of parties. A supplement to a plaint, supplying omitted specification of boundaries, may not be filed after completion of pleadings. Such suit should be non-suited.
8	1850	175 May	Burdwan	..	20, January 15, 1852, Purneah. A claim on exclusive title failing of proof, the claim cannot be shifted to a title jointly with others.
9	1850	210 May	Hooghly	...	Nor a claim on special title be shifted to one of inheritance.
10	1850	263 June	Midnapore	...	Where A. claimed five several descriptions of property as by right of inheritance from B., his entire claim fell to the ground, as more than twelve years had elapsed since B.'s death ; and even were it true that he had been in possession of portions since B.'s death, yet it was obtained on the avérment of an imalee proprietorship, or of share along with others, not of heirship to B., and such plea could therefore be of no avail.
11	1851	295 May	Nuldea	..	A party contesting an Act IV. decree in the Civil Court, cannot sue for possessory title merely, but for his entire right, title, and interest in the subject of dispute.
12	1851	709 Dec.	Burdwan	...	A suit, ostensibly for rent, but really for declaration of title, should be non-suited.
13	1852	394 May	Jessore	...	Where A. wrongfully kept out of his property by B., sells part of it to C. under an <i>amedkubaki</i> or contingent bill of sale, in order to get funds to sue B. upon his own title, this is not champerty or gambling ; and the suit will stand. B. has power to set aside, or sue, or plead to set aside the agreement.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
14	1852	630 July	Moorshedabad	Where A. buys from B. landed property, his title is not good without a deed of conveyance, which, if not given him, he should sue to obtain.
15	1853	68 Jan.	24-Pergunnahs	Where A., vendee, sues B., vendor, and ryots for rent, and B. denies the sale, here proprietary right is the proper issue arising.
16	1853	296 March	Rajshaye	Where A., not being manager or custodian for B., possesses an estate with life-interest in it only, and contracts a debt to pay its revenue, and on his death, B. succeeds to proprietary title, unless B. is liable generally for A.'s personal debts, he will not be liable for re-payment of that loan.
17	1853	392 April	Hazareebagh	Primogeniture in jungle mehals, Pachete, Bycuntpore, &c. Also questions of legitimacy of claimants to <i>guddee zemindaree</i> . 286, June 26, 1854, Midnapore.
18	1853	159 Feb.	Rungpore	
19	1853	754 Aug.	Hazareebagh	
20	1853	489 June	Chittagong	Case of wrongful appropriation of deceased's effects and violation of the bequests contained in his will.
21	1853	765 Aug.	Bhaugulpore	Succession in ghatwalee tenures.
22	1853	898 Sept.	Purneah	Act XIX. 1841 is intended to secure rightful succession through summary investigation. Act XX. 1841 to protect persons paying debts to the representatives of deceased.

23	1854	61	Jan. 26	Midnapore	...	It would be a shifting of argument, if A. first pleaded that his tenure was valid <i>lakhiraj</i> , and, finding that point untenable, then claimed it on prescriptive right of long possession rent free.
24	1854	349	July 19	Midnapore	...	In the suit plaintiff sued for declaration of his title, possession to his vendee, and mesne profits.
25	1855	42	Feb. 14	Beerbhoom	...	Where A. admits B.'s title, but pleads possession, B. need not prove his own title, if he can disprove A.'s possession, or A. cannot prove it.
26	1855	100	March 14	Chittagong	...	Nor where A. is in possession, is he bound to prove his title before B. has substantiated his.
27	1856	494	June 2	Sarun	...	A suit cannot lie to declare a <i>reversionary</i> title against a party <i>rightfully in possession</i> ; it will lie against any one <i>opposing</i> A.'s reversionary title by some act involving legal injury.
28	1856	638	July 28	Rajshaye	...	A party suing to eject, must prove his own title first of all. See precedents cited above.
29	1856	871	Nov. 22	Backergunge	...	Case of balance of evidence to title, between landlord and <i>kharij-jumma</i> tenant: zemindar found entitled to cancel an <i>ourent howladaree</i> .
30	1857	122	Jan. 28	...	...	A mookurree ayma is in possession of A., aymadar, who colluding with B., files documents in Court, purporting that C. the zemindar, or tenant of right, acknowledges A.'s proprietary and possessory title. Judgment for C. to recover.
31	1857	670	April 25	...	...	A judgment being passed in consequence of absence of an express warranty of title, which subsequently was found to exist in the deed of conveyance filed, review admitted.
32	1858	981	May 13	Hooghly	...	Injury to embankments on private property.



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
1	1849	4 Jan.	Rajshaye	... PUTNEE.
2	1849	18 Jan.	Hooghly	... Where a putnee pottah, or possession under it, dates from a time posterior to the decennial settlement, a sale purchaser under Section 30, Regulation XI. 1822, is empowered to annul prior engagements of the ryots or middlemen with the former holder, and make new ones. Under the Regulation VIII. 1819, a durputneedar saving his own tenure by paying up a defaulting putneedar's balance to the zemindar thereby advances a loan to the putneedar. He may under the law take possession of the putnee, and the transaction will not constitute a transfer and receipt of the putnee in mortgage; or he may prefer to give up his lien on security, and, if necessary, sue the putneedar for the amount paid; but if the durputneedar obtaining a decree in civil action for the money, in executing that decree, purchase the putneedar's rights, and immediately a fresh putnee arrear accrue, that will be an incumbrance upon the putnee tenure; but supposing the durputneedar have also defrayed the fresh arrear, then as purchaser of the tenure, he incurs indeed its incumbrances as well as its advantages, up to the time when putneedar's title ceased; the advantages being prevention of purchase by others than themselves, and purchase of the putnee

3	1849	66 March 15	Burdwan	...	cheaply at less than its market value; but the putneedar's rents, defrayed already by the durputneedar, purchaser, cannot be one of its incumbrances. (The ruling in this case is left doubtful.) A putneedar can sue to resume lakhiraj within his putnee.
4	1849	371 Aug.	Moorshedabad	...	And zemindar need not be a party. 628, July 5, 1852, Beerbhoom.
5	1849	452 *		...	Where due notice and other indispensable forms prescribed by law, previous to sale of a putnee tenure are not observed, the sale is invalid.
6	1849	66 Dec.	Bancoorah	...	A putneedar not receiving on purchase at a putnee sale, the specified number of villages, in consequence of some portion having been judicially included in another putnee or estate, is entitled to a proportionate remission of rent.
7	1849	470 Dec.	Burdwan	...	A putneedar can sue to resume lakhiraj within his putnee. And the zemindar need not be a party to the suit. 628, July 5, 1852, Beerbhoom.
8	1849	473 Dec.	Dinajpore Hooghly	...	A purchaser of a putnee in execution of decree has good claim for rents, paid already, but to a fictitious putneedar. A durputneedar paying up arrears to save the superior putnee, may sue the defaulter for the sum paid, either under Clause 4, Section 13, Regulation VIII. 1819, or by a suit in common course of law.
9	1849	487 Dec.	Beerbhoom	...	Where A. sues claiming as his <i>lakhiraj</i> land, of which B. has dispossessed him as being his own putnee, the course for the Civil Court to follow is first to refer to the collector, under Clause 1, Section 30, Regulation II. 1819, whether the land is mal or lakhiraj; and after his decision upon that point (which

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
10	1850	54 March 18	Hooghly	<p>the Civil Court may not question,) to decide on the rights and possession, &amp;c.  95, April 3, 1850, Behar. [as to boundaries, &amp;c.  Not so where lakhiraj title is not questioned; but the dispute is  559, June 23, 1852, Chittagong.  690, July 15, 1852, Mymensing.  1099, December 14, 1852, Midnapore.  Where A., a putneedar, failed to pay the zemindar's rent, and B.,  durputneedar, could not save the putnee, but C., a se-putneedar,  did so by paying up for A.; and then D. bought A.'s rights by  private bargain, and found C. in possession of the putnee as a  mortgagee, and paid him up the amount he had paid for B. as  well as A., and sued B. for the amount of revenue he had failed  to pay, he was held entitled to decree.  The term of two months mentioned in Section 17, Regulation VIII.  1819, applies to summary suits for share of sale proceeds held  in deposit. It does not bar a regular action after the lapse of  two months from the sale, either for such share or for damages.  The Collector must be made a defendant in a suit to cancel putnee  sale on ground of irregularity.  Putnee sales must be held in the collectorate, holding fiscal juris-  diction over the tenures; not in that of the district in which  the civil jurisdiction only over them lies.  320, June 27, Hooghly.</p>
11	1850	153 April 25	Hooghly	...
12	1850	179 May 7	24-Pergunnahs	...
13	1850	194 May 9	Hooghly	...

14	1850	467 Sept.	7	Hooghly	...	A putnee sale is liable to reversal, when concluded, because an intending purchaser and higher bidder could not deposit the full amount of purchase money, when the law demands but 15 per cent. till the eighth day.
15	1850	557 Sept.	2	Tirhoot	...	A. took a farm of B. and lent him money, in payment of which B. gave him assignment on the rent payable by A. to B. After this, B. obtained the <i>putnee</i> of the lands. This could not affect the rights of A. in the rent founded on an assignment made before the <i>putnee</i> was given.
16	1850	595 Dec.	24	Bancoorah	...	Example of collusive sale and purchase of a <i>putnee</i> , in fraud of a creditor, and failure of proof of its fairness.
17	1852	211 March	29	24-Pergunnahs	...	A bidder who fails to make good his purchase may have right of suit for damages on ground of irregularities, but cannot to cancel the sale.
18	1852	577 June	30	Moorshedabad	...	A zemindar has no right to dispossess a <i>putneedar</i> for a day, but by the process provided by law.
19	1854	101 Feb.	16	Jessore	...	<i>Putneedars</i> are liable to expenses of country dak.
20	1854	233 May	16	Burdwan	...	A. mortgaged his <i>putnee</i> to B.; and B after decree of Court for the <i>putnee</i> sold his mortgage to C. D., a <i>darputneedar</i> , then bought the <i>putnee</i> rights from C., a fact not disclosed for 18 years, when the zemindar granted <i>putnee</i> to E. in the room of A. D's rights in the <i>putnee</i> held untenable; and no prescriptive title could accrue when he did not hold possession adversely <i>as putneedar</i> .
21	1855	96 March	13	Moorshedabad	...	If A, a <i>putnee</i> purchaser at public sale, engage to pay the default-er's arrears, he is not entitled to recover the amount from zemindar or ousted <i>putneedar</i> .

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
22	1855	103 March 14	Hooghly	A Collector accepting security under Section 15, Regulation VIII. 1819, nothing more is necessary.
23	1855	592 Dec. 20	Hooghly	There is nothing to prevent a <i>durputneedar</i> who has general rights of a zemindar, from suing to resume lakhiraj within his lease.
24	1856	330 April 23	Hooghly	A Collector's refusal to receive payment of balance due by a <i>putneedar</i> does not vitiate sale.
25	1856	733 Aug. 27	Hooghly	
26	1856	341 April 29	Bancoorah	A <i>durputnee</i> granted by A., <i>putneedar</i> , collusively to B., when sale of the <i>putnee</i> had been admitted, could not be maintained against the purchaser of the <i>putnee</i> .
27	1856	1069 Dec. 30	Hooghly	Case of collusive sale of a putnee to defaulter's kinsman.
28	1857	748 May 5	...	At collusive sale of a putnee, where the former holders buy <i>by name</i> through ostensible purchasers, and a ryot's property is wrongly distrained, he is justified in suing all.
29	1857	1088 June 25	...	A zemindar having leased a putnee including a Deara, and on resumption of the Deara refusing to settle for it with Government, so that the putneedar is driven to settlement, is entitled to diminution from his zemindar's rent :—costs he pays to Government.
30	1857	1195 July 8	...	A mortgagee of a defaulting putneedar, by saving the putnee from sale, cannot sue him ; but he can sue the <i>durputneedar</i> .

31	1858	Jan. 17	Nuldea	...	Where A. sold a putnee nominally to B. but really and <i>benamee</i> to C., held that proof of payment of the whole or major part of the consideration money was proper guide to show whether B. or C. was entitled to possession.
32	1858	807	24-Fergunnahs	...	Under the circumstances the putnee's deposits to stay sale, were not attachable by the sheriff for the zemindar's debts.
33	1858	April 28 1415	Bardwan	...	Where B., <i>durputneedar</i> , saves the <i>putnee</i> of A. from sale, he acquiesces <i>pro tem.</i> ; and A. is not competent to sue another <i>durputneedar</i> for rent.
34	1858	Aug. 10 1740	Burdwan	...	A. hypothecated a <i>putnee</i> as security for B., a farmer to the collector. B. defaulting, the putnee was sold. A. was entitled to its value from B.
35	1858	Nov. 30 1817 Dec. 16	...	...	A. took a putnee from B. who had previously farmed it to a third party for a sum less than the putnee jumma. A. paid rupees 500, as rent for 1252, the year in which he took the putnee; and, being unable to realise rents directly from the ryots who had paid to the farmer, he brought an action to recover the sum paid by him to B. as rent for 1252, on the ground that he was not aware of the existence of the farming lease, and that it was the duty of the zemindar to make him cognizant of its existence. As it was shown that A. must have been cognizant of the existence of the farming lease when he took the putnee, though the motives which induced him under such circumstances to offer a higher jumma than that paid by the farmer have not been discovered, and as he was unable to show that B. subsequent to the execution of the putnee lease, had realised rents

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
36	1858	1830 Dec. 27	... ... ...	<p>from the farmer, or had anticipated the regular kists, it was held, that A. was not entitled to recover what he had paid as rent to B., but might proceed against the farmer for any sums due under his lease subsequent to the creation of the putnee, leaving the farmer to sue B. for any sums illegally collected from him by B.</p> <p>Suit for possession of a putnee talook, which defendant, the zemindar, in writing agreed to assign to plaintiff, but which he subsequently assigned to another party on the assumption that plaintiff had failed to pay the consideration-money within the time stipulated.</p> <p>Held, to be proved in affirmation of the judgment of the zillah Court, that plaintiff had not failed to tender the consideration within the time stipulated.</p> <p>Held, that an asserted prior contract with the third party is not proved.</p> <p>Held, that a sale by the zemindar of the putnee, in the name of plaintiff for arrears of rent, could not stand, as by the acts of the zemindar, plaintiff's engagement for, and possession of, the putnee, had been defeated; and that under such circumstances, even with notice of the intended sale, plaintiff was not bound to pay the rent claimed.</p>

# RECEIPTS.

1	1849	99 April	2	Serampore	Where, out of several persons holding a decree against A., certain of them prepared and signed a deed of settlement, absolutely, without specification whether they signed for themselves only, or for themselves and the rest, as being their attorneys, they were held to be bound by its conditions, and to grant receipt in full of all demands to A. on his paying to them the stipulated price.
2	1851 *	241 April	22	Nuddea	Claim for refund of proportionate share of expenses for worship of an idol, the property of a joint family allowed, the receipts brought forward of alleged payment not being proven.
3	1852	472 June	8	Nuddea	A receipt by A. for B. is not valid, without <i>specific</i> power to receive monies, or the money.
4	1853	815 Sept.	7	Moorshedabad	There being no distinct refusal of dakhila, damages cannot be awarded.
5	1854	195 April	27	Chittagong	764, April 20, 1858, Dinajpore. 888, April 30, 1858, Purneah. A receipt which does not name any money value, cannot be stamped under any article of the Stamp Law.

## REGISTRATION—(SEE POSSESSION, & C.) RELIGIOUS LANDS, RIGHTS, & C.

USTRUCT, & C., See HINDOO LAW.

1	1849	57 March	12	Midnapore	One side called the village <i>deruttar</i> , pertaining to an idol in a <i>muti</i> in Moorshedabad, and enjoyed by successive <i>mohunts</i> ;
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No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
2	1849	65 March 14	Rungpore	the other asserted it to be <i>Vishoonutor</i> , held in part by purchase, and in part by a lease, after resumption by Government of the lakhiraj tenure in which it was situate. It was not proved that the inheritance had ever fallen to any one but as mohunt; while it was shown that the usufruct had always been sent to the muth, until one mohunt who was turned out came from Moorsshedabad to reside on the land, and appropriated the usufruct.
3	1850	250 June 3	Tirhoot	A <i>wukf</i> tenure is inalienable; but the sunnud must declare the pious or charitable use assigned for the land, and also the penalty for alienation. Where these conditions are fulfilled (the Court's judgment seems to imply) the fact of several acts of transfer by different holders is not an estoppel to the right of the lawful heir, who claims it as wukf. ... A. claimed 12 as. and superintendence of a <i>muth</i> on a <i>kibbeh</i> or deed of gift by the <i>Mohunt</i> B., who declared it to be a dependency of a superior <i>muth</i> . The <i>kibbeh</i> purported to convey absolutely B's, property, but made no mention of the duties of office, and was, therefore, an illegal alienation. Nor could succession to a mohunt's office be recognised without the customary forums administered by a conclave of mohunts on the death or resignation of the holder.
4	1850	447 Aug. 28	Moorsshedabad	... A. assigned land to endow a <i>debsheera</i> , or worship of an idol; the superintendents of the endowment, failing in Government

5	1850	532	26	Tirhoot	...	revenue, jeopardized the estate ; and borrowing money to pay the arrear, mortgaged the same, but redeemed it ; all which was contrary to the donor's intent. In order to admit of A's heir suing to discharge defendants from their <i>shevait</i> , or to recover dues from them, according to the terms of the grant, he must himself come into court with clean hands in respect of the said endowment, and all connected with it.
6	1851	162	25	Pooree	...	In Mithila endowments to Hindoo shrines may not be alienated.
7	1852.	8	14	24-Pergunnahs	...	A <i>muth</i> proved to have been always one of the <i>Nyahunjee</i> , or <i>beyjogee</i> ascetics, a <i>sunjogee</i> could not claim to be <i>mohunt</i> . (See a case of like claim under false name, p. 558, September 2, Sarun.)
8	1852	398	13	Sylhet	...	Right of rotation in the exclusive ministrations of Hindoo worship in a temple for a time, and exclusive receipt of offerings, may be maintained and secured in the Civil Court.
9	1852	868	26	Tirhoot	...	136, April 9, 1855, Beerbhoom.
10	1855	391	18	24-Pergunnahs	...	A suit to set aside a purohit, and obtain the office, is not cognizable in the courts.
11	1856	512	7	Beerbhoom	...	Case of a <i>muth</i> claimed by one side as lakhiraj by title and more than 20 years in their possession ; by the other as mal. Suit and decree for share of expenses in worship of an idol.
12	1857	91	22	...	...	Case of succession to <i>ooyakship</i> of a temple of Byjnath.
		Jan.	22	...	...	Decree to a shevait of an idol for dispossessed property claimed at first on the strength of an adoption and a gift, then of a gift only. Where defendants are before court as wrong doers, plaintiff is not bound to prove right to each article dispossessed.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
13	1857	775 May 11	...	A shevait, as such, is entitled to no more of the revenues of a talook than has been endowed upon the idol.
14	1858	97 Jan. 30	24-Pergunnahs	Suit on several points connected with the worship of certain idols.
15	1858	604 March 31	Tirhoot	1820, December 16, Cuttack. Suit to hold <i>mutis</i> and villages belonging.
REGISTRATION, (SEE POSSESSION.)—RENTS.				
SUMMARY SUITS, &c., (PRACTICE, UNDER TENURES.)				
1	1849	31 Feb. 14	Backergunge	Government purchased a pergunnah at a sale held for balance of Government revenue, and held it as a khas mehal, and bestowed upon A, a talookdaree pottah within it. A. gave to B. an <i>ousut</i> tenure within that talook. Government deprived A. of his title on account of arrears, allowing him malikana, and settled for the <i>ousut</i> with B.; but afterwards B. also falling into balances with his talookdar A., the Collector sold up the <i>ousut</i> tenure to C., and settled with C. But D. had received from B. a <i>neem-ousut</i> tenure of the lands B. held, and was in possession. No law could govern the relations of the proprietor and under-tenants of this property, other than Regulation VII. 1799 and its modifications. So long as D. paid his rents to C. he could not be ousted; nor under the terms of C.'s settlement with Government could he raise D.'s rents. The cases of a purchaser

2	1849	54 March	7	Hooghly	...
3	1849	79 March	28	Backergunge	...
4	1849	107 April	12	Sarun	{
5	1849	197 June	13	Moorshedabad	
6	1849	110 April	12	Bhaugulpore	...

at a sale for talookdaree arrear, and of one at a public sale for arrear of Government revenue, are not analogous ; and liberties attaching to the one of *oustur*, &c., may not belong to the other. On a summary decree for arrears of rent, there being no appeal or regular action preferred, within the prescribed period one year, it is not open to the courts to call that claim in question, when suit is brought merely as to the illegal sale of property in execution of the decree. Clause 4, Section 18, Regulation VIII. 1819 must be read by the light of Section 4, Regulation VIII. 1831. A party is not entitled to rent of an *ousut* talook or any other tenure after obtaining order of a competent authority to dispossess his tenant, and dispossessing him accordingly, and getting possession himself ; to arrears-rent for a period previous to his own possession his title must remain good. In a *summary* suit for rents, or against exactions, before a Revenue or a Civil Court, the question of *rights* of either party may not be entered into ; the fact of possession and existence of an arrear must determine the result. Where there is neither *kuboolyut*, nor proof of payment on certain rates in past years to the claimant, a decree would be contrary to Section 10, Regulation VIII. 1831.

318 of 1847, August 5, 1848.  
488, August 7, 1851, Behar.  
806, August 12, 1852, 24 Pergunnahs.

To realise rent on *hustabood*, or re-adjustment of assessment upon a re-measurement, notice under Section 9, Regulation V. 1812 is not necessary.  
150 of 1847, May 6, 1848.

No	YEARS.	PAGE AND DATE	ZILLAH	ABSTRACT
7	1849	188 June 7	Jessore	There being no pottah or kuboolyat or written engagements between landlord and tenant fixing certain conditions, the fact of tenancy on a particular jumma for 12 years does not bar the ryot nor his superior from a re measurement and re assessment. Permanent hereditary leases for building purposes, &c, in the interior of a city, of sites measured by cubits, fall within the description of Section 8, Regulation XLIV 1793 and Section 30, Regulation XI 1822, and the rent may not be enhanced.
8	1849	317 Aug 2	Dacca	An irregular attachment made for the purpose of realising future rents will not affect a claim for arrears, nor vitiate a distraint of property made on account of arrears
9	1850	35 March 5	Jessore	Enhanced rent may not be demanded from owners of an indigo factory by a new proprietor of the estate within which it lies, without previous notice to the tenants to make fresh engagements or quit (Measurement before notice is lawful)
10	1850	91 April 3	24-Pergunnahs	8, January 8, 1851, Tipperah
11	1850	200 May 14	Behar	With reference to <i>sach</i> a share of the rents of a mehal as constable
12	1850	294 June 13	Rungpore	Held, on the ground of a former decision by the Judge between the same parties, or their ancestors, that the defendants, landholders in Rungpore, were liable to the plaintiff for an amount of <i>birt</i> or money pension, there being evidence that, by the

13	1850	322 June 27	Tipperah	... terms of the decennial settlement, some such pensions were payable by the landholders in district. Notices for enhancement of rent cannot have retrospective effect. They need not be annual. 912, November 17, 1853, 24-Pergunnahs. They are not necessary to establish the right. 279, May 22, 1855, Burdwan.
14	1850	360 July 22	Mymensing	... In a suit for rent upon a kuboolyut the points for determination are the genuineness of the kuboolyut and existence of a balance thereon. The rights of plaintiff or defendant or other parties in the land are in no way to be considered, but (if there be dispute concerning them,) as tests of the credibility of the proofs to the fair execution of the deed. 28, January 15, 1851, Purneah. 673, November 20, 1851, Backergunge. 380, May 10, 1852, Dinapore. 554, June 23, Hooghly.
15	1850	429 Aug. 26	Tirhoot	... In a regular suit under Regulation VIII. 1831, <i>merely</i> to reverse a Collector's summary decree, the Civil Court may not entertain any point not brought before the Collector. (See second case below) But see 82, March 8, 1855, Midnapore. In summary suits for rent, or against exactions and distraint, the points within the Collector's cognizance are merely the existence or non-existence, payment or non-payment of rent or balance of rent, and possession of the parties concerned; but he cannot touch any question of rights of any party, or disputed deeds, which are incapable of summary decision, and are the province of the Civil Court.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
16	1850	472 Sept. 9	Tirhoot	...
17	1850	476 Sept. 12	Purneah	...
18	1851	247 April 28	Backergunge	...
19	1851	434 July 21	Sarun	...
20	1851	709 Dec. 2	Burdwan	...

To a demand of rent it is no answer to plead that the lessor has made over his rights to another, unless documentary power be shown whereby the lessor authorised his lessee to pay rent to the other or third party.

27, January 15, 1851, Rungpore.

In a regular suit for rent or other alleged right, and *also* for reversal of a Collector's summary decree, the Civil Court is not restricted to the pleadings, &c., brought before that officer. A summary decree may be quite correct on *its own grounds*. If a suitor wants *more* than bare reversal of it, he must see for *that* merely as *one result* of the decree sought.

One, not a party in a summary suit before a Collector, cannot sue merely to reverse his decision. He can prefer any claims he has in a general form by regular suit.

315, May 7, Tipperah.  
If A, a zemindar, issue notice and enhance rent of his ryot, it will not necessarily follow that his successor B. in the zemindaree may continue to draw the enhanced rent. If B. acquired his title from A., his right will remain in this respect; if B. acquired his title from some other party than A., he must establish such right.

A suit, ostensibly for rent, but really for declaration of title, should be non-suited.

21	1852	4	Jan.	13	Purneah.	Chanda is an illegal cess. Section 3, Regulation V. 1812. So is <i>kuzza</i> . Not so <i>diat</i> .
22	1852	552	June	23	Mymensing	294, June 13, 1850, Rungpore. 2, January 3, 1855, Sarun. Nor stall rents in a bazar. 454, May 25, 1853, 24-Pergunnahs. Nor <i>Dustoorat</i> payable annually by a purchaser of a talook to the seller; and <i>mushakira</i> . 1060, May 29, 1858, Dinajpore.
23	1852	34	Jan.	20	Bancoorah	.. In a suit for rent or against exaction, it is quite irregular to enquire into the rights of a third intervening party.
24	1852	33	Jan.	20	Dacca	.. Non-suit is a wrong order in a suit by A., landholder or farmer, against B, ryot, for <i>arrear of rent</i> , passed merely because C., another landholder or farmer, is not made defendant.
25	1852	120	Feb.	24	Burdwan	.. The <i>existing</i> pergunnah rates must be the guide to fix enhanced rate of rent.
26	1852	288	April	20	Backergunge	.. A defendant not appearing in a summary suit, can yet sue regularly to reverse summary decree. Ex-parte summary decrees can pass on one ground only. Section 18, Regulation VIII. 1819 997, September 28, Beerbhoom.
27	1852	295	April	20	Hooghly	.. In suits for enhancement of rent, the <i>onus probandi</i> is entirely with the defendant.
28	1852	349	April	8	Behar	.. A Collector's summary order, or a suit summarily cognizable before him, cannot be brought in or transferred to a Civil Court as a summary suit. Non-suit can be the only consequence.
29	1852	373	May	6	Midnapore	.. A claim of <i>peshkush</i> of <i>paik</i> lands on a <i>dowl bundobust</i> not determinable without <i>kuboolyut</i> , or proof of collections in former years.
30	1852	407	May	17	Beerbhoom	.. There is nothing to prevent an owner of a landed tenure receiving in anticipation rents of future period.



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
31	1852	533 June 21	Hooghly	Case where the original court was bound to call for the Collector's record, and draw issue under Act XV. 1850.
32	1852	723 July 26	Moorsshedabad	A suit to assess and a suit for higher rent of the same land cannot be carried on simultaneously
33	1852	918 Sept. 9	Rajshaye	A, a zemindar, gave ijara to B of four mehals on consolidated jumma. A. could not then lease one mehal or a part of one to C But A. had power to give C an assignment upon B. for a part of the aggregate rent. C. could claim no more than would have been due to A.
34	1853	299 March 14	Behar	A suit for rent must be brought in the zillah where the land for which, (Section 8, Regulation III. 1793,) rent is sued, is situate, and within one year.
35	1853	348 March 24	Dinajpore	453, November 8, 1854, Nuddea. 253, February 23, 1858, Hooghly. It is the rates of past years that only may be decreed in suits for rent, except on proof of higher rate under kubooyut, or decree of court, or after due notice. A Collector can award higher rent on a <i>bond fide</i> written engagement only.
36	1853	377 March 24	Rajshaye	741, August 22, 1853, Backergunge. Where the right to hold property under Act. XIX. 1841 cannot be discovered, actual possession is the proper guide to determine claims for rent. 20, January 11, 1854, Sarun. 164, April 20, 1854, Mymensing. 853, November 19, 1856, 24-Purgunnahs.

37	1853	502	2	Backergunge	...	Rents of a voided intermediate tenure must be assessed at the <i>ryottee</i> rates of the <i>pergunnah</i> , without deduction for <i>seranjamee</i> .
38	1853	536	15	24-Pergunnahs	...	61, February 6, 1856, Mymensing.
39	1853	909	17	Dacca	...	Under Clause 8, Section 16, Regulation VII. 1799.
40	1854	153	13	Moorshedabad	...	Collector's powers, &c., &c., under Act. X. 1846.
41	1855	82	8	Midnapore	...	1057, December 24, 1856, Burdwan.
42	1855	88	12	Tirhoot	...	If A. keep a private ferry or build a bridge in lieu of keeping up a private ferry; in either case he is at liberty to collect or farm out the fees.
43	1855	90	12	Tirhoot	...	A., defendant in a summary suit before Collector, and allowing judgment to go against him by default, can yet sue regularly for its reversal; and may impugn <i>Kaboolyut</i> , &c.
44	1856	13	16	Mymensing	...	Where A. a <i>kutkadar</i> owes rent to B., and C. succeeds to B.'s rights, C. is entitled to receive the rents of the <i>kutkina</i> due when the succession occurred, and accruing since.
45	1856	66	9	Shahabad	...	Remission of rent by A. done in good faith is binding on his successor B., not being auction purchaser at arrears sale, and the holding an unprotected one.
46	1856	192	19	Backergunge	...	Even where no summary petition under Clause 1, Section 5, Regulation VII. 1825 has been presented against execution-sale on a summary decree, regular suit to reverse it will lie.
					...	There must be a demand, when rent falls due, before proceedings can be taken for non-payment.
					...	In a claim for arrears of rent extending through several years during which rent had been received, but credited against the

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
47	1856	371 May 10	...	arrears of years previous to the period of claim, it was held that proof should have been filed of the existence of an unliquidated balance, antecedent to the period of claim. Also that, as the rents were alleged to be due in fixed sums year by year, the rent paid and balance due for each year should have been proved by the accounts. Order of lower Court upheld. The Judge's order directing a measurement of the lands in dispute upheld.
48	1856	530 June 19	Mymensing	Held, that where a landed proprietor or farmer entitled to enhance rents stipulates, in the notice served under Section IX. Regulation V. of 1812, for such enhancement in sicca rupees with the equivalent in Company's rupees, he is entitled to recover rent at that rate; but if the notices merely specify the rate without specifying the standard, or mention the sicca rupee without its equivalent in Company's rupees, the party is entitled to recover rent only according to the current and legal standard, viz. the Company's rupee.
49	1856	587 July 19	Tirhoot	Levy of rent for <i>julkar</i> without agreement or notice, when none has been paid before, is illegal.
50	1856	589 July 18	24-Pergunnahs	The Civil Courts cannot frame a basis or rate on which to decree rent to a party who claims a specific rent. Prohibition of payment of anticipated rents does not apply, where a <i>zemindar</i> voluntarily assigns his rent to a <i>putneedar</i> on a loan.

51	1856	730 Aug. 25	Rackergunge	... When the Civil Court decrees liability to assessment, it must fix the rent and mode of calculating it, and liabilities of the sharers or ryots of the tenant holding.
52	1856	774 Aug. 29	Bancoorah	... A. executed to B. a fictitious kaboolyut to deprive C. of some land, and sued B. for rent thereon. If A. and B. were in <i>pari delicto</i> , neither could have remedy against the other.
53	1856	858 Nov. 19	Purneah	... Where one exerted pressure on the other a not wholly willing party, the latter was entitled to decree in his favor; defendant in sole occupancy on nukdee rates; plaintiff claiming <i>baodee</i> .
54	1856	1209 Dec. 2	Jessore	... The mehal for which arrear of rent is decreed is liable to sale thereon, and that notwithstanding change of incumbents.
55	1857	412 March 20	...	... For rents paid <i>in advance</i> , an auction purchaser must lay his suit upon the defaulter, not the ryots.
56	1857	755 May 7	...	... A ticcadar is entitled to <i>kureef</i> rents wrongfully collected by the zemindar, and the ryots who paid would be rightly made precautionary co-defendants.
57	1857	1413 Aug. 8	...	... Rent, not fixed for a term of 12 years prior to the permanent settlement, may be enhanced.
58	1858	1042 May 26	Furreedpore	... Rights of collection, &c., of the Supreme Court's Receiver.
59	1858	1434 Aug. 28	Burdwan	... A <i>terij</i> not signed by the ryots not of legal obligation.
60	1858	1800 Dec. 13	...	... Suit by special appellant's lessees from Government in Panchanogram, to enhance the rent of an under-tenant of the land leased to plaintiffs, appellants. The lower Court held as fact that a mouroosee pottah set up by defendant was not proved, and the service of notice under Regulation V. of 1812, by plain-

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
61	1856	1860 Dec. 30	Chittagong	<p>tiffs, was not proved, but that plaintiffs not being auction purchasers were not competent to enhance.</p> <p>In special appeal it is held that, as the relation of landlord and tenant subsists between the parties, in the absence of any engagement, the right of plaintiffs to enhance is affirmed, and the case returned to the Judge that he may pronounce his opinion upon the rate of assessment fixed by the first court.</p> <p>Fallow lands, if cultivated, are assessable at the current local rates.</p>

## REVENUE MATTERS.

(See AUCTION PURCHASE, LAKHIRAJ, JOINT TENANCY, SETTLEMENT.)

1	1849	Jan. 15	Rajshaye	A. and B, being joint-sharers, A., having, to save the estate, paid, whether in full or in part, the revenue due to the Collector by B, was entitled to the amount he paid.
2	1849	Feb. 23	24-Pergunnahs	Where A. sued B. because he paid up Government revenue due from B's share of the estate, but B. denied, and A. was unable to prove B's possession of the share or that the profits were received by him, held that A. was not entitled to recover the advance from B.

3	1849	31 Feb	14	Backergunge	
4	1849	N. C. V. 422	3	Behar	Government purchased a pergunnah at a sale held for balance of Government revenue and held it as a khas-mehal, and bestowed upon A a talookdaree pottah within it. A. gave to B an <i>ousut</i> tenure within that talook. Government deprived A of his title on account of arrears, allowing him majkana; and settled for the <i>ousut</i> with B, but afterward B, also falling into balances with his talookdar A, the Collector sold up the <i>ousut</i> tenure to C, and settled with C. But D. had received from B. a <i>memorat</i> tenure of the lands B. held, and was in possession. No law could govern the relations of the proprietor and under-tenants of this property other than Regulation VII 1799 and its modifications. So long as D. paid his rents to C, he could not be ousted, nor under the terms of C's settlement with Government could he raise D's rents. The cases of a purchaser at a sale for talookdaree arrear, and of one at a public sale for arrear of Government revenue, are not analogous, and liberties attaching to the one of ouster, &c, may not belong to the other.
5	1850	Dec 614	31	Moorshedabad	A suit cannot be entertained for reversal of a sale for arrears of revenue on pleas not preferred before the Revenue Commissioner or Board of Revenue within 30 days of sale.
6	1851	Feb. 116	27	Rajshaye	A Civil Court cannot interfere with a Commissioner's reversal of a sale 370, May 21, 1851, Sarun A revenue sale transfers to the purchaser all the rights possessed by the party who entered into first settlement. One of those rights is, that adverse possessions within the estate, claims

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
7	1851	148		founded upon limitation, on circumstances preceding the decennial settlement, &c., &c., not recognized at resumption and settlement, form no grounds as against the purchaser's rights of rent. Act XII. 1841. Regulation XI. 1822.
8	1851	March 20 273	Bancoorah	Bishenpore Jungle Mohai's Case.
9	1851	April 17 546	Jessore	A charge and notice upon the owner must precede judicial confiscation of salt under Regulation X. 1819, and the salt so attached must be kept in <i>statu quo</i> till termination of the judicial enquiry, or at least till weightment before the Court and parties charged.
10	1851	Aug. 14 331		663, July 12, 1852, Midnapore, as to the weightment, &c. 299, May 30, 1855, Midnapore.
		May 14	Sylhet	Sales under Act XII. 1841 can be of Suddur Malgoorzar Estates only, as "estate" is defined in Clause 2, Section 2, Regulation XLVIII. 1793. Fines under Clause 2, Section 17, Regulation XIX. 1814, for neglect to produce accounts, may be imposed on <i>proprietors</i> only. To sell a dependent talook in default of such fine is illegal.
11	1851	370 May 21	Sarun	Where the conditions required by law for the conduct of arrearsales are violated, and the Revenue Commissioner has given no redress, on petition being presented according to law, the Civil Court can interfere.
				532, June 16, 1852, Mymensing.
				622, July 12, 1853, Backergunge.

12	1851	454	24	Purneah	...	Civil Courts have no jurisdiction in claims for land as <i>mal</i> , which the Resumption Courts have decided to be <i>lakhiraj</i> .
13	1852	July 205 March 29		Mymensing	...	Under Clause 2, Section 21, Regulation II. 1819, and Regulation III. 1828, the Civil Court can interfere with the orders of the Revenue Courts, if proof be brought of specific acts of fraud committed during the enquiries held by them.
14	1852	550	22	Mymensing	...	Civil Courts cannot interfere with the Revenue Authorities' proceedings in the course of butwarah. But the right to a butwarah is a matter within their cognizance.
15	1852	651	8	Sarun	...	861, August 25, Tirhoot. A. employing B. to buy an estate at arrears-sale <i>benamee</i> , and B. buying it <i>bond fide</i> for himself, A. cannot sue B. in the courts to recover.
16	1852	718	22	Tirhoot	}	444, May 18, 1853, Bhagulpore.
17	1852	803	12	Rajshaye		A suit for rent of a specific mehal in an estate under butwarah, is not a suit for proportionate rent of an undivided estate.
18	1852	Aug. 723	26	Moorshedabad	...	A suit to assess and a suit for higher rent of the same land cannot be carried on simultaneously.
19	1852	July 724 July 26		Sarun	...	In a suit which was held by a majority of the Court to have been laid, with a supplement, substantially to obtain possession of certain land in pursuance of a declaration in a former decree of the special Commissioner's Court that the land formed a part of the plaintiff's permanently settled estate, the case remanded to the lower Court for trial of the issues properly belonging to it as an action for possession. The lower Court



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
20	1852	845 Aug. 23	Midnapore	had taken up the case as one only for resumption, a point which had been already finally disposed of by the special Commissioner's decree.
21	1852	892 Sept 11	Sarun	A suit by a sharer in an imjalee estate for specific lands is untenable.
22	1852	1111 Dec 16	Chittagong	861, August 25, Tirhoot. Sale under Regulation XI. 1822 cannot be valid when the advertised amount was tendered before it commenced.
23	1853	301 March 15	Purneah	Legitimate effect of a <i>jaidad</i> tendered to Collector. 213, May 4, 1854, Chittagong.
24	1853	392 April 14	Hazareebagh	Rights of <i>khodkasi</i> occupant ryots. 443, May 16, Dinajpore
25	1853	418 April 26	Jessore	Decision on nature, &c, of certain tenures in the territory of Pachete, and jungle mehals generally. Zemindar's consent not necessary to sale of a <i>jotedaree</i> .
26	1853	536 June 15	24-Pergunnahs	14, January 11, 1855, Rungpore. 237, February 24, 1858, Hooghly.
27	1853	549 June 23	Midnapore	Under Clause 8, Section 15, Regulation VII. 1799, a co-sharer in an under-tenure cannot divide the shares and separate the jummas without zemindar's consent.
28	1853	578 June 30	Cuttack	On the butwarah law 263, May 10, 1855, Mymensing. Effect of a decree as to suitor and auction purchaser, reversing a Collector's summary award and sale, held thereon.

29	1853	581	30	Midnapore	... Case of Watson & Co.
30	1853	June 622	12	Backergunge	... At revenue sale the defaulters or any others buying <i>benamée</i> , no claim will be listened to.
31	1853	July 778	29	Bhaugulpore	... A ryot in possession for 12 years rent-free cannot be dispossessed if he agree to pay fair rent, even supposing his <i>lakhiraj</i> be bad.
32	1853	Aug. 976	27	Mymensing	... Construction of Section 6, Act I. 1845.
33	1854	Dec. 28	12	Patna	... Revenue sales not vitiated by petty irregularities.
34	1854	Jan. 87	30	Jessore	... Where A. sold his estate, pledged to Government as security for C., to B. privately, and on its public sale by Collector received the excess price over the amount default of revenue on C.'s part while B. lost his purchase, B. was entitled to recover the sale proceeds delivered to A., and should have resorted to Revenue Commissioner to cancel the sale, or sued for recovery of his own purchase money
35	1854	420	28	Midnapore	... Where earnest money is forfeited under Regulation VIII. 1819, whether there be re-sale or not, it is not returnable.
36	1854	Aug. 443	1	Sarun	... The Court which passed resumption decree must determine any disputes with persons not parties to the case, arising in execution.
37	1855	122	28	Jessore	... An ex-proprietor suing for re-possession is entitled to the benefit of Section 9, Act I 1845.
38	1855	March 395	18	Behar	... Section 10, Regulation XIX. 1793 destroys both possessory and proprietary title of invalid sunnuds.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
39	1855	592 Dec. 20	Hooghly	There is nothing to prevent a <i>Darputneedar</i> , who has general rights of a zemindar, from suing to resume lakhiraj within his lease.
40	1856	34 June 24	Jessore	Sales for <i>revenue</i> and sales for <i>rent</i> , under Regulation VII. 1799.
41	1856	74 Feb. 14	Beerbhoom	Where A., zemindar, sues B., ryot, for digging tanks in a plot of ground which B. claims on the strength of a sunnui granted for that specific purpose, this is not a suit under the resumption laws, but a question between landlord and tenant, cognizable under Section 8, Regulation XLIV. 1793.
42	1856	215 March 27	Midnapore	Acceptance of tender of payment of balance of revenue after the last day does not exempt from sale.
43	1856	946 Dec. 5	Midnapore	Ruling on some points connected with sales by Collectors under Regulation XI. 1822. <i>Bengalee</i> purchase, a point for the executive to entertain within two years, not a ground for Civil Court's reversal of sale.
44	1856	277-287-289 April 18	Dinajpore	The <i>year</i> is the Bengali year. The <i>hardship</i> , Section 26, must be result of revenue officer's irregularities. Commissioner's sanction prior to sale not necessary. Objections to sale not brought in the Revenue Courts not cognizable in the Civil. When part of the purchase-money has been used, objection cannot lie.
45	1856	859 Nov. 19	Sarun	

46	1856	765 Aug. 29	Tirhoot	Immaterial variations in notifications of revenue sales in the Gazettes do not affect their validity ; nor the fact of sale in an order not as in the notification. But they <i>must</i> be sold in the order of the numbers on the district <i>toujee</i> . Until actual final sale, the ownership of a mahal remains with the defaulter.
47	1856	782 Aug. 30	Sylhet	If the Collector does not knock down to the highest bidder, he will be personally answerable for damages, or the sale may be reversed, at the defaulter's option.
48	1856	827 Nov. 12	Chittagong	Where Collector does not rescind an Abkaree license at the close of the year, (Clause 3, Section 7, Regulation VII. 1824,) nor the Abkar notify 15 days before that time his intention to relinquish, he will be liable for rent accruing subsequently up to date of order for re-settlement.
49	1857	23 Jan. 8	...	Notice within the mahal to be sold being required by Section 12, Regulation XLV 1793, a suit to reverse sale, made without it, will lie.
50	1857	460 March 25	...	Where A. lends a widow B. money on bond to pay Government revenue of her deceased husband's estate, and sues her thereupon, he must prove the loan was necessary to save the estate. The payment of the money by A. or B. into the Treasury as revenue would be <i>prima facie</i> proof of this.
51	1857	786 May 11	...	When there is no present service, a chakran tenure can be resumed by the landlord, i. e. assessment made without any suit for resumption.
52	1857	814 May 12	...	Deposit of security by the possessor of a talook saleable for Government arrears is no bar to subsequent sale.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
53	1857	848 May 18	...	A revenue sale, not appealed to the Commissioner, the Civil Court cannot annul.
54	1857	1347 July 31	...	Juggernath Fees. 287, February 24, 1858.
55	1857	1852 Dec. 21	...	
56	1857	1489 Aug. 20	...	
57	1857	1508 Oct. 26	...	To convict a farmer under Section 27, Act XXIX. 1838, it is necessary to show that the illicit salt-work had existed for ten days before seizure without notice being offered. The object of the law abolishing abwab was twofold : to consolidate all then existing arbitrary and indefinite cesses with the rent, and to prevent levy of any new cess. Specific and definite cesses, in addition to the rent so-called, incorporated therewith into one sum, are legal. Therefore rent-safamee + Punchgana + Chowkidaree were decreed. So, additions separately agreed to. 1954, December 31. Suits will not lie for recovery of difference of a greater or less bid at public sale, the first bidder not paying up. Act IV. 1848. Except under express engagements, property sold cannot be held liable for debts of its former proprietors ; express stipulations alone can impose a lien in law.
58	1857	1587 Nov. 7	...	
59	1857	1720 Nov. 30	...	

Government made the plaintiff in this action liable for the amount of certain uncurrent pice, which it was alleged had been received by him into the Treasury as portion of a remittance from the General Treasury. Plaintiff having paid the amount under protest, now sues for the recovery of that sum, on the ground, as he reported the uncurrency of the pice to the Collector and no order was passed regarding the same, he cannot in justice be made responsible.

The Collector of Moorshedabad to the answer pleaded, that the remittance of pice from the General Treasury was by plaintiff reported to be made up of good pice with the exception of rupees 1-9; and that the sum recovered from plaintiff was on account of uncurrent pice in the Treasury at the time of his resignation of his office as treasurer.

Held that, as Government first demanded the sum of rupees 518-12-3 from plaintiff, on the ground that it formed portion of a remittance received in January 1857, from the General Treasury, and as plaintiff has now resorted to the Civil Court to try the validity in law of the ground on which the sum was required of him and paid by him under protest, it is necessary for the Collector as agent of Government to defend and justify the act upon the very ground upon which the sum sued for was demanded; and it is not competent to the Collector to defend in Court the act in question on other grounds than those taken by him out of Court.

Held also, that, as in the present case the Collector has in Court attempted to defend and justify the demand of the sum paid for by the plaintiff on other grounds than those on which the

No	YEARS.	PAGE AND DATE	ZILLAH	ABSTRACT
				<p>demand was originally made, such defence is equivalent to no defence at all</p> <p>Held further, that, as plaintiff, the treasurer, the subordinate agent of Government, brought to the notice of his immediate superior the existence of uncurrent piece in the remittance for the Treasury, he is absolved from liability on account of their receipt. Whether the Collector is liable to Government or not is a question not now before the Court</p> <p>Held also, that, as the agents of Government wrongfully demanded and realised the sum now sued for from plaintiff, he is justly entitled to his interest and costs according to the ordinary rule. The appeal of Collector of Moorshedabad is dismissed, with costs, and the appeal of the plaintiff is decreed, and the decision of the judge varied to this extent, that interest on the principal sum during the pendency of the suit, and interest upon the principal and interest united from the date of the decree of the lower Court to the date of realisation, is awarded. Costs to be borne by the (defendant,) respondent</p> <p>Sale of <i>shil mee</i> taken under Section 16, Regulation III 1794, Act I 1845, by Collector valid</p> <p>A <i>mouroosee mokurree</i> is a saleable tenure intermediate</p> <p>Those points only which revenue officers decided summarily can be questioned in civil suit</p>
61	1858	581 March	Backergunge	
62	1858	652 April	Shahabad	
63	1868	783 April	Sarun	
64	1858	797 April	Moorshedabad	

65	1858	886	April 30	Behar	...	<i>Malikana</i> holders can be talookdars or ryots holding of the proprietors with whom settlement is made.
66	1858	902	April 30	Tipperah	...	Section 51, Regulation VIII. 1793 extends to kudeemi ryots.
67	1858	930	May 3	Purneah	...	Shikmee tenures liable to cancelment under Regulation VIII. 1793 ;—and holders tenants at will.
68	1858	1001	May 13	Hooghly	...	Notice of enhancement necessary even after decree for it.
69	1858	1343	July 8	...	...	In this case, the petitioner, a farmer, has been fined under Section 27, Act XXIX. of 1854 ; orders reversed, as the zillah Judge had failed to find that the salt-work had been actually in operation ten days before the illicit salt and implements of manufacture had been seized by the salt officers.
70	1858	1298	July 29	Dacca	...	Sale of lands for arrears of a separate jagher, though appealed to Commissioner, suit to reverse it was actionable.
71	1858	1335	July 31	Sarun	...	Bekhbirt tenure.
72	1858	1441	Aug 30	Manbhoom	...	Case of Pachete Rajah.
73	1858	1471	Sept. 4	Manbhoom	...	Ghutwallee.
74	1858	1669	Nov. 17	Manbhoom	...	1713, November 24, Beerbhoom.
75	1858	1683	Nov. 20	Behar	...	Bhurna tenures.
76	1858	1857	Dec. 29	Sylhet	...	There cannot be butwagh of land comprising separate estates, whose constitution is not one and undivided and partible.
77	1858	1866	Dec. 30	Behar	...	An apportionment of malikana derivable from several mehals.
78	1858	1898	Dec. 30	Cuttack	...	A mokudumee tenure from Mahratta times.



# SETTLEMENT.

(See LAKHRAJ, HINDU LAW)

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
1	1849	309 July 26	Patna	The Civil Court may not interfere with the right of a party to engage with Government for revenue of resumed lakhiraj, which the revenue authorities have found on the ground of long possession, and has been approved by Government. Section 5, Regulation XIII. 1825. See a case of settlement of <i>ayna</i> . 592, July 4, 1853, Shahabad.
2	1850	312 June 26	Chittagong	A landholder in Chittagong divided his estate among his sons by a deed of partition, exclusively of some <i>nobad</i> and <i>resumed</i> lakhiraj, not yet settled for with Government. In order to determine, as against the occupant in possession, whether the settlement of these should be made with all the sons or with one or more, there must be cause shown, in a special suit brought for participation of settlement, that the division of this property ought to follow the distribution of the other estate; a legitimate cause would be that these lands were, like the other estate, the PROPERTY of the said landholder, and that it was under supposition of proprietary title, that the occupant had preferably obtained the settlement.
3	1850	407 Aug. 15	Rungpore	Claim to settlement may be preferred before either the Civil Court, or Collector.
4	1851	437 July 21	Patna	Orders passed in butwarah proceedings cannot affect any passed during progress of settlement.

5	1851	572	8	Chittagong	Claim by a talookdar for settlement of <i>noabad</i> lands.
6	1851	794	30	Backergunge	(Sunderbuns.) Assessment and settlement of a mehal, not yet formally resumed by competent authority, can be disputed in the Civil Court.
7	1852	502	12	Sarun	Resumption and assessment proceedings may not be interfered with by the Civil Court, but this affects not its power as to rights of settlement, &c, after their conclusion. (916, September 9, Chittagong) 1094, December 9, ditto. 686, August 4, 1853, ditto.
8	1852	1028	30	Chittagong	In estates purchased by Government at arrears-sale, no party has any <i>right</i> of settlement.
9	1853	196	10	Tirhoot	Government need not be a party in a suit to establish right of settlement, &c, &c. Regulation VII 1822.
10	1854	443	1	Sarun	The Court which passed resumption-decree must determine any disputes with persons not parties to the case arising in execution.
11	1857	632	22	...	Malikara accruing upon an accretion or any other land by recusancy in settlement is a right inherent in the proprietary, and inalienable, and, follows the sale of the zemindaree, to the auction purchaser.
12	1857	1088	25	...	A zemindar having leased a putnee including a Deara, and, on resumption of the Deara, refusing to settle for it with Government, so that the putneedar is driven to settlement, is entitled to a diminution from his zemindaree rent :—costs he pays to Government.

No.	YEARS.	PAGE AND DATE.	ZILLA.	ABSTRACT.
13	1858	1205 June 29	.. ..	Act. XIII 1848 applies to settlement awards in the Sunderbuna. In appeal on settlement to the Board, then Government, an, "award" will be the order of the former; appeal to the latter being unauthorised by law.
14	1858	1521 Sept. 21	Moorshedabad	Rates of a chur at settlement bind.
15	1858	1542 Sept 27	Tirhoot	1761, December 1, Sarun. The disreised lakhirajdars on malikana were not entitled to settlement, but the malika.

## STAMP.

(See VALUATION, NONSUIT, PRACTICE, RECEIPT.)

1	1850	2	Hazareebagh	.. A deed written at a time when there was no stamp law, cannot be rejected for want of stamp.
2	1850	Jan. 169 May 2	Tirhoot	Endorsements. transferring land on the back of deeds, must bear stamp under Art 18, Schedule A.
3	1850	424 Aug. 26	Behar	405, June 30, 1851, Jessore. A deed on improper stamp may not be pleaded, nor admitted in evidence; and a suit founded on such a deed may not be received in spite of Circular Order. 179, January 7, 1842. (See also 487, September 17, Jessore)

4	1851	88	Ti hoot	<p>A document on which a plaint turns not being duly stamped when the plaint is <i>filed</i>, the case must be nonsuited. It cannot be returned to the filer to procure a stamp and re-file it in the same case.</p>
5	1851	Feb. 19 409 June 30	Dinajpore	
6	1851	565	Bancoorah	1068, November 30, 1852, Dinajpore, &c., &c.
7	1851	Aug 18 645	Suddur	242, May 18, 1854, Beerbhoom. Rejection by nonsuit of an action for defect of stamp is no flaw to title, nor bar to a further action.
8	1852	Sept. 3	Midnapore	... Copies of decrees being extracted from Court, duplicate copies on 8-anna stamp must be left with the misls.
9	1852	Jan. 31	24-Pergunnahs	... If a stamp be considered to be deficient, the Court should state what it ought to be; otherwise remand will be incurred.
10	1852	Jan. 19 134	Behar	... A <i>Hattakutta</i> must be stamped when suit thereon is laid to recover an adjusted balance, and not for a settlement of accounts generally. 497, June 9, Moorshedabad.
11	1852	Feb. 26 190	Midnapore	.. So a Bank-chitta, if intended as obligatory for the payment of money, must be stamped before lodgment in Court. Art. 1., Schedule A., Regulation X. 1829.
12	1852	March 23 199	Rajshaye	.. Absence or defect of stamp on a security-bond does preclude its exhibition as evidence in Court; but the sureties will be bound, if they admit it.
13	1852	March 24 442-5 May 25	Nuddea Moorshedabad	.. The leaf of an entry in account, signed and attested, must bear stamp to be admitted as evidence. So a <i>kistbunde</i> and <i>khata-bahi</i> . 784, August 30, 1853, Mymensing. And <i>kabinamah</i> . 547, June 26, 1856, Tipperah.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
14	1852	702 July 12	Backergunge	A verbal agreement, which may form ground of a civil action, is no evasion of the stamp laws.
15	1853	59 Jan. 17	Midnapore	Where an <i>account</i> is not <i>that</i> on which the suit hinges, its production unstamped need not be questioned, <i>e.g.</i> an account to verify a mortgage deed.
16	1853	191 Feb. 10	Burdwan	So an unstamped document may be accepted as collateral proof of a right of inheritance
17	1853	315 March 16	Dacca	Stamp on marriage-settlement deed.
18	1853	426 April 27	Hazareebagh	Defect of stamp is a legal point; if not urged in lower Court, it may yet be taken up by appellate Court.
19	1853	476 May 31	Jessore	Entire amount of stamp of appeal or plaint refundable on razeenamah.
20	1853	569 June 29	Sarun	Stamp required on a <i>zur-i-peshgee</i> lease containing certain provisions.
21	1853	942 Nov. 29	Patna	
22	1853	658 July 27	Patna	On a deed bearing reference to Sicca Rupees, the stamp must be calculated on a conversion of Sicca to Company's Rupees.
23	1853	776 Aug. 29	Sarun	The exemption of Art. 31, Schedule A, Regulation X. 1829 applies to direct dealings only with Government.
24	1853	828 Sept. 8	Beerbhoom	A memorandum written upon, in addition to a deed, does not require separate stamp, when not meant to be tendered in evidence.

25	1853	965 Dec.	8	Patna	The sheet bearing the stamp must bear the attesting signatures to a deed
26	1854	345 July	19	24-Pergunnains	454, November 22, 1854, Patna.
27	1854	425 Aug.	9	Shahabad	No <i>putulis</i> but those to actual cultivators (khodkhasht,) may be unstamped.
28	1854	426 Aug.	9	Patna	Blank stamp-paper may be filed. Government can always appeal on a matter about stamp, whether a party or not in the case.
29	1854	539 Dec.	21	..	To recover stamp-fees in pauper suits Government's application to execute decree must be within 12 years of decree.
30	1855	222 April	20	Cuttack	A Revenue Court's decision about stamp Civil Court may not question an l Civil Court's decision given before a revenue officer's dictum, the latter cannot set it aside.
31	1856	556 July	2	Behar	Bench of stamp law without scope of Act IX. 1854, not to be considered by an appellate Court.
32	1857	1071 June	22	..	A bond with signatures of parties and witnesses must be on one stamped paper.
33	1857	1553 Nov.	5	..	When a defect as to stamp is over-ruled by a lower Court, the appellate Court is not to notice it.
34	1858	178 Feb	8	Cuttack	966, June 4 A suit for part only of a property must be laid at the stamp value of the whole; otherwise nonsuit is liable.
35	1858	1123 May	13	..	Simple <i>amulnonas</i> require no stamp. Every exhibit presented with a pleading is to bear prescribed stamp.

# SUZAWAL.

(See also ATTACHMENT.)

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
1	1849	7 Jan. 8	Nuddla	Where a separate share-holder leased, from the guardian of his minor kinsman, the minor's share, then secretly sub-letting to others, and causing the rents or profits to be paid to them to his own credit, fell into balances, for which the guardian obtained decree, but the decree could not be realised; the minor and guardian were justified in sending suzawal to collect their dues to the extent engaged for in the lease, any surplus collected being payable to the lessee.
2	1850	35 March 5	Jessore	The appointment of suzawuls under Clause 2, Section 18, Regulation VIII. 1819 is for the collection of future rents. Arrears for the past must be obtained by summary suit.
3	1852	1102 Dec. 14	24-Pergunnahs	They are competent and bound to grant receipts
4	1853	631 July 12	Shahabad	There must be a summary decree before suzawuls can be appointed.

# TRANSFER OF LANDS, USUFRUCT, &c.

(See ALSO RELIGIOUS LANDS, SALES, CLAIMS OF THIRD PARTIES.)

1	1849	July 276	Dumypore	A fearing a decree hanging over him conveyed by a <i>benames</i> transfer his <i>brahmatur</i> to B under deed of sale; which B, regarding as <i>bonâ fide</i> , kept possession of the lands. The Court declined to aid A to recover.
2	1850	Jan. 9	Sarun	A debtor or any other party has right of disposal of his property until actual attachment. But it will be open to the Court to consider whether an alienation under such circumstances was fraudulent.
3	1850	March 44	Bhaugulpore	A deed of transfer of usufructuary possession in re-payment of a money-advance is not a bond, and a suit as for a money-debt on bond cannot be sustained by it
4	1851	April 253	Lohar Jugga	A., by a <i>bye-bul-veefa</i> , transferred his <i>jaghire</i> to B. in a zemindaree. the purchased property of Government, and refused to give possession, pleading that the <i>jaghire</i> (in Palamow.) was inalienable, but himself had alienated it; and if the plea were a true one, yet it did not show that <i>jaghiredars</i> could not alienate <i>life-interests</i> . The interest of Government in the <i>jaghire</i> was reversionary on the holder's death, and conditional on default of issue. A decree could not affect Government.
5	1851	April 261	Tuttack	A avers that his ancestor granted to B. a <i>jaghire paikan</i> or service-tenure, and B having given up service, A. will resume the grant. B. avers, but cannot prove, a permanent <i>lakhtay sunned</i> from A.'s ancestor, and then avers possession antecedent to October 14, 1797, (Section 18, Regulation XII. 1805,) a



No.	YEARS.	PAGE AND DATE	ZILLAH	ABSTRACT.
6	1851	482 Aug 7	Shahabad	new ground which cannot be heard in appeal (Section 3, Regulation XIV 1825) A held entitled to a decree without any proofs of the nature, &c, of the grant
7	1851	612 Sept 16	Cuttack	A cannot obtain Civil Court's interference to avail himself of a deed of alienation by B, which B had no right to make
8	1851	731 Dec 11	Sarun	Case of a registration of a alleged transfer of land long subsequent to true transfer itself, which the executor of the registered held at the time of possession, rejected
9	1851	774 Dec 23	24-Pergunnahs	A transfer, within the meaning of Clauses 1, 2, Section 3, Regulation II 1805 as one conveying right both of possession and property
10	1852	311 April 27	Hooghly Rajshays	A bona fide transfer fraudulently done may not be questioned afterwards by the transferee, nor the transferee be ousted. 639, July 20, 1853, Rajshaye A, a Hindoo land-holder, died leaving a widow B, an eldest son C, and other minor sons in daughters D claimed share of the property as the adopted son of an already deceased son of A. E assisted B and C with money to resist D's suit, whose adoption was disallowed by the Sudder E not recovering his money from B and C sued out a decree against them; whereupon B the widow and C the eldest son of A assigned to E two villages, and saved the rest of the property, to the common advantage of the minors and whole family, and in good faith Held, that the alienation was good in Hindu law

11	1851	331	27	Rajshaye	...	An endowment to the dev shiva, not <i>bond fide</i> but nominal only, is alienable.
12	1852	538	21	Tirhoot	...	Case of a transfer under a <i>bye-mokasa</i> by a husband to his wives in fraud of creditors.
13	1852	630	5	Moorshedabad	...	858, August 25, Patna. 271, April 16, 1856, Bhaugulpore.
14	1852	838	23	Behar	...	Where A. buys from B. landed property, his title is not good without a deed of conveyance ; which, if not given him, he should sue to obtain.
					...	A transfer <i>bonames</i> in fraud of creditors, i. e. to deceive the public, may not be a ground of suit afterwards, even <i>though</i> the creditors should <i>not</i> eventually be deprived of opportunity of redress, and also even <i>though</i> the <i>transferee</i> may <i>not</i> claim the conveyed property.
15	1852	1103	14	Bhaugulpore	...	961, December 7, 1853, Shahabad. 542, June 26, 1856, Rajshaye.
16	1853	69	20	Furreedpore	...	Hindoo turned Mussulman. His kubala upheld under Act XXI. 1850.
17	1853	327	21	24-Pergunnahs	...	A transfer of property to a wife in fraud of judgment, creditor will not be recognised.
18	1853	900	23	...	...	Case of a sale by a son to his mother.
19	1855	266	14	Bhaugulpore	...	Ghatwalee tenures are not alienable.
					...	<i>Dakhūee</i> villages, being within <i>uslee</i> , they are not separable in transfer.

No.	YEARS.	PAGE AND DATE	ZILLAH.	ABSTRACT.
20	1855	353 July 9	Mymensing	A in debt to B. promised on bond to pay him by instalments, and not to alienate any of his property. A. then sold some of his property to C. who bought it in good faith. B. had his remedy, if he chose to use it. Until he did, C's title was held good, although A. may have meant harm to B.
21	1856	129 Feb 26	Shahabad	A party purchasing land privately, must do so on his personal responsibility; if the vendor have no warranty of title, and the purchase be upset by decree of Court, he will not be entitled to any refund of purchase money.
22	1856	458 May 27	Dinajpore	An alienation not followed by possession of the alienee is an incomplete title, nominal and pretended.
23	1856	424 June 2	Sarun	996. December 15, 1856, Jessore. A. cannot sue to restrain B in possession generally from alienation, where B. may possibly under some circumstances have under the law a right to alienate; nor can he specifically, under given circumstances, unless there be some overt act, inchoate if not complete, involving legal injury.
24	1858	3 Jan. 7	Tirhoot	That a purchase is <i>bona fide</i> is not in itself a ground for rejection of claim.
25	1858	601 March 31	Tirhoot	Right of property passes to a vendee as soon as a sale has been agreed to; the right of possession remains with the vendor till all the purchase-money have been paid.

# UNDER-TENURES, &c.

(See also LIMITATION.)

1	1850	11 Jan.	31	Hooghly	A mokurreedar transferring his tenure to another without sanction of the zemindar, does not avoid his responsibility to the latter.
2	1850	324 June	27	Backergunge	Regulation I. 1820 has reference solely to under-tenures of the sort described in Clause 1, Section 8, Regulation VIII. 1819. The Section 9, Regulation VIII. 1819 is by it extended to all sales made after its provisions. But no under-tenure can be sold according to the provisions of Regulation I, 1820, excepting either putnees or those within the meaning of Clause 1, Section 8, Regulation VIII. 1819.
3	1850	327 July	2	Midnapore	Were A, a proprietor, sell into arrears of public revenue, and B. purchased his estate, but presently relinquished the purchase as an illegal one to A. again; and C. a lessee of B. after the purchase concurred in the allegation of illegality and in the compromise, and took a new lease from A, in such case C. could not retain his right of cancelling tenures subordinate to his own; and his under-tenants would be justified in opposing any ejectment. Had C. remained B's lessee, and waited for a competent Court to declare the sale illegal, he could until then have exercised such a right.
4	1851	626 Sept.	18	Jessore	929, May 1, 1858. On "gantee" and "dar-gantee" tenures. 625, March 31, 1858. 920, April 30 " 24-Pergunnahs.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
5	1851	764 Dec. 18	24-Pergunnahs	... To prove right of hereditary occupancy at fixed jumma it must appear that the holding was anterior to the decennial settlement, and included in it, &c. 522, June 16, 1852, 24-Pergunnahs. 357, July 11, 1855. 611, July 23, 1856, Jessore. do.
6	1852	24 Jan. 17	Chittagong	... A. was <i>mokuraredar</i> within an estate; B. his <i>pottdar</i> . The estate being sold for arrears, the purchasers ousted A., and made new settlements with B.; but A. recovered his <i>mokururas</i> by decree. B. could not claim to keep his under-tenure on the terms concluded with the auction purchasers.
7	1852	162 March 10	Tipperah	... Dependent tenures, created subsequently to the decennial settlement, are liable to be set aside by auction-purchasers at an arrears-sale of an estate for arrears of <i>us oza</i> ; no length of occupancy may cancel the right. 499, June 10, Beerbhoom.
8	1852	386 May 11	24-Pergunnahs	... A sale of an under-tenure for arrears can take place only after a decree under Section 15, Regulation VII. 1799. Under Regulation V. 1812 personal property only of a defaulter or his sureties can be sold.
9	1852	501 June 10	24-Pergunnahs	... Purchaser of an estate at sale for arrears other than its own can cancel under-leases.

10	1852	642	7	Myensing	Where a decree of Court has fixed a permanent jumma as between a zemindar and dependant talookdar, a purchaser of the zemindaree by <i>private</i> sale, or by public one <i>in execution</i> (not one for arrears of revenue,) may not enhance it.
11	1852	645	7	Dacca	An auction purchaser, even at arrears sale, cannot interfere with tanks, pukka houses, &c., of an under-tenant beyond his right to the rent of the ground.
12	1852	720	26	Beerbhoom	A <i>ghatawallee</i> case. 765, August 25, 1853, Bhaugulpore.
13	1852	848	24	24-Pergunnahs	981, December 28, 1853, ditto.
14	1852	958	16	Moorshedabad	A claim as <i>mokurureedar</i> cannot be converted into one as <i>kadeemi</i> hereditary occupant cultivator.
15	1852	1080	6	Cuttack	An <i>ijaradar</i> cannot create a tenant-right. 53, January 12, 1853, Rajshaye.
16	1853	514	7	Tipperah	Mocuddum's rights of separation from zemindar.
17	1853	648	25	Behar	Auction purchasers at sale of estates for arrears not their own have right of ouster as to all intermediate holders of tenures created since decennial settlement, subject to the exceptions of Clause 4, Section 7, Regulation XII. 1841.
18	1855	337	20	Midnapore	Notice by an auction purchaser at arrears-sale before ejectment of an under-tenant, not required.
19	1856	867	21	Burdwan	There must be express words to make an <i>istamararee</i> pottah hereditary. An under-tenant paying up to save a zemindaree from sale, has rights of a judgment creditor against the zemindar. Confer 1017, December 17, 1856, Purneah.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
20	1856	908 Nov. 27	Jessore	... Sales of under-tenures under Act VIII. 1835. Former laws superseded, XII. 1841, XI. 1822. Of <i>all</i> intended sales 10 days' notice sufficient.
21	1856	953 Dec. 8	24-Pergunnahs	... The under-tenant being an old resident ryot on hereditary occupancy could not be ejected. And see more widely explained. 1046, December 23, 1856, Tipperah. Regulations VIII. 1793, XI. 1822.
22	1856	1001 Dec. 16	24-Pergunnahs	... An under-tenant who acknowledges one or more zemindars, may not dispute the titles of others claiming zemindaree right.
23	1857	207 Feb. 12	...	... As against an auction purchaser, an ostensible shikmeedar under jungle-boree or other pottah, must show his special title.
24	1857	333 March 5	...	... Possession under pottah for 60 years does not bar ejectment.
25	1857	1270 July 16	...	... A tenant's istafa is to be accepted at the year's close.
26	1858	62 Jan. 19	24-Pergunnahs	... A tenant, unpossessed of special engagements, is a tenant at will; and fresh agreements may every year be demanded of him.
27	1858	369 March 6	Backergunge	... Confer 652, April 5, Midnapore.
28	1858	382 March 8	Nuddea	... Sale of a superior talook does not void an under-talook created earlier than the former. ... An under-tenure is void, created by a mortgagor subsequent to his mortgage.

Plaintiff sues defendants for a declaration of the right to collect, and also for Rupees 6,343 with interest, the amount due by them for 1254, as per notice is sued on the defendants, in accordance with the provisions of Section 9, Regulation V. of 1812, on account of an under-tenure held by defendants within the durputnee talook of the plaintiff.

Defendants plead that their tenure is an istemraee mokurree, granted in the first instance by the agent of the zemindar, and subsequently confirmed by the zemindar himself, and that consequently plaintiff's claim to enhance cannot be supported.

Held, that the evidence is insufficient to prove either the genuineness of the letter alleged to have been written by Chunderpersad Singh, the agent of the zemindar; or even if its genuineness be allowed, the power of Chunderpersad to make a grant of the nature of that set up by the defendants.

Held also, that the Court, in the presence of defendants' agreement and kuboolyut, which covenant to pay an increased rent for increased cultivation, and in the absence of any explicit renunciation, on which it can rely, of the advantages obtained by the zemindar under those conditions, infer from casual expressions in the summary suit that the zemindar had renounced those advantages, and that the present plaintiff is bound by that inferred relinquishment.

As the notices alleged to have been issued by the plaintiff under Regulation V. of 1812 are proved to have been correctly served, the plaintiff's claim as laid is decreed, and the order of the lower Courts reversed, with costs.



No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
30	1858	1611 Oct. 2	Mymensing	... Though re-assessment was decreed of the under-tenure, it was never enforced; and it was sold. The purchaser was not entitled to assess higher rates.
31	1858	1739 Nov. 30	Hooghly	... The under-tenure was in perpetuity by the grant, and was anterior to the decennial settlement by more than 12 years.

## V A L U A T I O N .

(See NONSUIT, STAMP.)

1	1849	4 Jan.	Rajshaye	... Before pleadings are completed, a plaintiff may be allowed by the Court to supply a defect in valuation of suit and stamp paper, by a supplementary plaint.
2	1850	207 May	Jessore	... Subject to special enactments, objections to valuation must be made in the answer to a plaint, and cannot be received subsequently. Clause 1, Section 4, Regulation XIII. 1808.
3	1850	238 May	Hooghly	... e. g. If the plaintiff do not before completion of the pleadings cure a defect of the nature described in Clause 8, Schedule B. of the stamp-law, defendant may then prove it, and obtain nonsuit.
				C. O. August 20, 1841, Const. 1046.

4	1850	310 June 20	Jessore	...	Where judgment of a lower Court turns upon more than one point, and appeal is laid against a part only of the decree, its valuation should be calculated on the portion, not the whole of the decree appealed against.
5	1851	2	Bhaugulpore	...	Under-valuation must be pleaded in the Court of first instance ; if not, the plea cannot afterward be considered.
6	1851	490 Jan.	Jessore	...	Over-valuation so as to affect jurisdiction is a material issue.
7	1851	652 Aug.	Manbhoom	...	716, December 3, Backergunge.
8	1851	697 Nov.	Bhaugulpore	...	The method used in valuing a suit though wrong, is immaterial, provided the correct total be found.
9	1851	734 Nov.	Backergunge	...	Estimated value of permanent use of a water-course must be included in the valuation of a suit to re-open a dam, and for damages.
10	1852	8 Dec.	24-Pergunnahs	...	Objections on the ground of under-valuation, should be supported by proof that it is to the extent of 10 per cent. on the whole, and be made an issue in the case.
11	1852	492 Jan.	Jessore	...	Valuation in a suit by certain co-sharers need not necessarily cover the entire property of all the sharers.
12	1853	322 June	Tippurah	...	Objections to <i>val.</i> will not be regarded, if not precisely stated.
13	1853	427 March	Chittagong	...	On the correct valuation of a suit by C., claimant zemindar, to reverse Collector's summary award between A.'s zemindar and B. ryot.
14	1852	847 April	Hooghly	...	Where there is no jumma assessed, the selling price of the land is the criterion of valuation of suit.
		Sept. 19		...	In appraising a claim, costs of suit must be excluded.

No.	YEARS.	PAGE AND DATE	ZILLAH.	ABSTRACT.
15	1854	491 Dec. 6	Jessore	...
16	1857	568 April 8	...	Under-valuation not raised in lower Court, not cognizable in appeal, under Act. IX. 1854. As to over-valuation 232, April 9 1855, Kajshaye. On a claim for a specific portion of an imalee estate, the valuation should be on the selling price, not sudder jumma. (Construction 1340.)
17	1857	273 Feb. 26	...	} Objection to valuation is a technical objection- inadmissible by an appellate Court.
18	1857	231 Feb. 17	...	
19	1857	611 April 18	...	
20	1857	802 May 12	...	
				A suit for a portion of a property covered by a deed, the object being that the deed's validity may be established, must be valued at the entire property.

## WARDS AND GUARDIANS.

1	1849	144 May 10	Dacca	...	An action for wages due for collecting rents of a minor's estate, not including the receiver as well as guardian as a party, should be non-suited.
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2	1850	301 June 17	Rajshaye	...	Collectors are not personally responsible for acts done in management of ward's estates, save when contrary to the law or to orders of the ward's Court. Nor will suit lie against parties receiving from a Collector their demands against a ward.
3	1851	370 May 21	Sarun	...	A guardian's default to pay revenue binds the proprietor ; so default to pray for reversal of sale.
4	1851	483 Aug. 7	Purneah	...	A guardian need not produce certificate under Act XX. 1841 in order to the mere admission of a claim in behalf of his ward.
5	1852	1058 Nov. 29	Rungpore	...	Where a guardian or friend contrary to testator's will, sues to acquire possession, rather than to place his ward's property in proper custody, during his nonage, the Courts cannot entertain such suit.
6	1853	46 Jan. 11	Dacca	...	Suit against minors, heirs, and next of kin, upon a bond of deceased Armenian.
7	1853	159 Feb. 8	Rungpore	...	A guardian is not necessarily an indispensable party in a suit on behalf of the minor. A mother is always guardian by Hindu law, and may sue for him. (Case of the Bykuntapore Raj.)
8	1853	505 June 2	Hooghly	}	Age of majority of Hindoos paying and not paying Government revenue.
9		782 Aug. 30	Sylhet		
10	1853	531 June 14	Moorshelabad	...	Mother and guardian incurring debts for expenses not fairly wanted for minor's benefit, or of his estate, such can be but personal debts of their own, not chargeable to him or the estate.
11	1854	247 May 22	Sarun	...	A Collector's capacity as Court of Wards cannot be separated from that of Collector of revenue.

No.	YEARS.	PAGE AND DATE.	ZILLAH.	ABSTRACT.
12	1854	329 July	Patna	When a Collector applies accumulated balance of a ward's estate to paying off Government revenue accruing after ward's death, before satisfying a decree upon the estate, Government will be liable for the damage to decree-holder. An elder brother, whole or half, is natural guardian of a Hindoo minor, whose mother is disqualified.
13	1856	170 March	Mymensing	
14	1856	569 July	Patna	A ward may be entitled to sue for reversal of a compromise or other act relating to his estate done by his guardian during his minority, though acquiesced in by him on his majority, if he can prove it clearly detrimental to his interest.
15	1857	108 Jan.	...	Tutelage imposed or removed by the Civil Court under Regulation I. 1800, not affected by the statute fixing majority at 18 years. Regulation X. 1793.
16	1857	181 Feb.	...	In applying the law of limitation, a minor may be entitled to deduction of the time he was a minor, even though his estate was under ward.
17	1858	1269 July	...	A well-wisher to a minor may sue his guardian.
				In this case, the sale of property by a minor was held by the zillah Judge to be void <i>ab initio</i> ; but as the sale is shown to have been made for the benefit of the minor, and his mother, who was his guardian, acknowledged the execution of the sale in good faith, the fact of the minority of the vendor was held, in special appeal, not to vitiate the sale.

18	1858	1745 Nov.	30	Rajshaye	...	The Collector was right in confining the surbarakar for non-payment of papers. Regulation III. 1794.
19	1858	1791 Dec.	13	...	...	In a suit by special appellants to set aside the sale of property made by their mother during their minority, it was held that the purchasers were bound to enquire and satisfy themselves that circumstances of necessity had occurred which, under the Hindoo law, would justify the minors' mother in selling property which belonged to her minor sons; and that as the defendants, the purchasers, had not established the purchase of the property in good faith towards the proprietors, and under circumstances which gave an assurance that injury to their rights had not been contemplated or effected, judgment should be given for special appellants.

## W A S I L A T.

(See NONSUIT, INTEREST.)

1	1849	11 Jan.	9	Nuddea	...	Where it was proved that a chur belonged to the estate of A., he was held entitled to recover possession of it <i>with mesne profits</i> from B. A claim of wasilat besides, or <i>damages</i> for the loss of <i>particular crops</i> there sown by B., was not necessarily a fair claim.
2	1849		14	Backergunge	...	Wasilat is the amount of rent <i>actually collected</i> by a tenant B. in possession, less his expenses of collection; it differs from back-rents, which must be at the rate only agreed by B. to be paid to A., his superior, and must be usually less in amount than the wasilat realised by B. from the cultivators, or from his own

No.	YEARS.	PAGE AND DATE	ZILLAH	ABSTRACT
3	1848	113 April 18	Mymensing	<p>cultivation. The <i>rental</i> paid by B to A. will constitute the <i>mesne profits</i> of B's tenure</p> <p>Where the right of A to oust B is not established, A may not recover <i>waslat</i> or <i>mesne profits</i> (back-rent) from B.</p> <p>Where A was dispossessed by order of the Civil Court, and B. obtained possession on a title believed by them to be <i>bona fide</i>, and A after seven years instituted a suit for possession and obtained decree, <i>waslat</i> was not allowed for any time prior to the plaint. <i>Waslat</i> between plaint and possession was also to be ascertained during execution.</p> <p>An order to ascertain and adjust <i>mesne profits</i> for period previous to suit during execution of decree, may not be interfered with but costs should eventually be given in proportion to the amount of <i>mesne profits</i> adjudged</p> <p>On appeal from an order of non-suit the appellate Judge if he think the non-suit wrong, may not decide on the merits, he must remain</p> <p>Delay in preferring claim to settlement before the Civil Court, or the Collector, disentitles to previous <i>waslat</i></p> <p><i>Mesne profits</i> are claimable by a purchaser at revenue sale, not from date of purchase, but of suit</p> <p>Where A dispossesses B. of land after giving a lease of it to C, decree for <i>waslat</i> can issue against A, but not against C, if he took his <i>pottah</i> in good faith.</p>
4	1849	119 April 19	Tulhoot	
5	1849	128 April 26	Tippurah	
6	1850	407 Aug 15	Rungpore	
7	1851	118 Feb 27	Ryshaie	
8	1851	748 Dec. 11	Jessore	

9	1853	615	July 7	Dacca	Mesne profits on a <i>higher jumma</i> , after Civil Court has decreed it in a suit to raise jumma, held by the tenants to be <i>fired</i> , as where a tenure formed since 1790 has been voided by an arrears-sale of the zemindaree, must reckon from the date when demand by the superior on the tenant was legally made.
10	1852	162	March 10		
11	1852	170	March 11	Tipperah	
12	1853	254	Feb. 27	Dacca	Suit for W. after suit for substantive right. C. O. January 11, 1839.
13	1853	644-645	July 21	24-Pergunnahs	" " June 15, 1849, No. 72.
14	1853	830	Sept. 8	Patna	791, August 30, 1856, Bhaugulpore. Mesne profits can be voided after decree, on cause shown.
15	1854		Jan. 11	Behar	Suit for wasilat can be brought within 12 years of the last piece of litigation for the substantive right.
16	1854	323	June 14	Rajshaye	If A. pay up Government revenue for any year for B, he cannot have decree both for that sum and for mesne profits of the year.
17	1857	514	March 31	...	There is nothing to prevent decree for mesne profits, the amount being to be ascertained afterward on the instructions contained in the decree by local enquiry.
18	1858	167	Feb. 3	Shahabad	Mesne profits are awarded from date of suit, not before.
19	1858	513	March 26	Rungpore	Wasilat accrues where there has been a <i>dispossession</i> .
20	1858	1193	June 28	Tirhoot	Decision on certain points connected with a suit for mesne profits of a chur. When settlement is made with A. rather than B, and afterward with B, the latter cannot recover wasilat from A.



# CHURCH-PROPE

REF	PAGE AND DATE	ZITATION	ABSTRACT.
1850	May 8 181	24-Pergunnahs	ended in consequence of insufficient settlement of issues Section 10, Regulation XXVI 1814. The claim being one for lands, and for a building, appropri- ate for the purposes of worship according to the rites of the Roman Catholics, situate thereon, the lower Court had decided for the plaintiff, on the ground of long possession, but without showing in what capacity such possession was held so as to give a title of suit to the plaintiff on the special ground laid in his present action The delegate and representative of the Pope is not competent, by virtue of his ecclesiastical authority, to oust an organized body of ecclesiastics professing the Roman Catholic religion, from church and property of which they held exclusive pos- session for many years, any dispute between parties as to the right to hold and enjoy property like that now in suit, must be tried by the ordinary rules applicable to such property.
1856	April 18 296	24-Pergunnah	









